OPTION AGREEMENT
(Land Bank)

For and in consideration of the sum of Five Thousand Dollars ($5,000.00) ("Option Fee") tendered herewith, Milwaukee County (the "County") does hereby grant unto MRMC Land Bank, LLC, a Wisconsin limited liability company, or its permitted assigns ("Purchaser") an exclusive Option to Purchase ("Option") the County's interest in the property at 9201-9501 Watertown Plank Road, in the City of Wauwatosa, Milwaukee County, Wisconsin and certain other surrounding land, all of which is more particularly described herein, on the following terms and conditions:

1. **Background; Purpose; Description of the Land**. Purchaser's members, The Medical College of Wisconsin, Inc. ("MCW"), Children's Hospital of Wisconsin, Inc. ("CHW") and Froedtert Memorial Lutheran Hospital, Inc. ("FMLH"), as well as Versiti Wisconsin, Inc. ("Versiti"), currently lease land on the Milwaukee Regional Medical Center campus ("Campus") from County, each pursuant to an individual lease (a "Campus Lease"). (Purchaser's members are individually referred to as a "Land Bank Member" and each Land Bank Member and Versiti are also individually referred to as a "Tenant".) County has or will have entered into option agreements with each of the Tenants (each, a "Leased Parcel Option") pursuant to which the County will convey its interest in all property subject to a Campus Lease (with minor exceptions [e.g., gravesites]) and, with respect to FMLH, certain other property on Campus. This Option is granted for the purpose of granting the right to Purchaser to acquire certain land on Campus that is not subject to a Campus Lease or otherwise subject to an option agreement between FMLH and County, and certain land adjacent to Campus, all of which is sometimes referred to herein as the "Land" and is described as follows:

a. The land depicted as Lot 1, Lot 2, Lot 3 and Lot 4 on the BHD CSM (as defined below) (the "BHD Campus Land"). Prior to the Closing (as defined in Section 8(a) hereof), County will subdivide the BHD Campus Land into parcels as depicted on the draft certified survey map attached hereto as Exhibit A-1 (the "BHD CSM"), in accordance with Section 8(d) hereof. Lot 1 and Lot 2 (as shown on the BHD CSM) together were formerly the County's Day Hospital, and contain approximately 12.101 acres (hereinafter collectively "Lots 1 and 2"). Lot 3 (as shown on the BHD CSM) is currently the County's BHD Hospital, and contains approximately 14.850 acres. Lot 4 (as shown on the BHD CSM) was formerly the County's CATC Building, and contains approximately 13.422 acres.

b. The land depicted as Lot 1 on the Ponds CSM (as defined below) (the "Ponds Land"). Prior to the Closing, County will divide the land depicted on the draft certified survey map attached hereto as Exhibit A-2 (the "Ponds CSM") into separate legal parcels in accordance with Section 8(d) hereof. The Ponds Land consists of approximately 19.334 acres. The lots depicted as Outlot 1 and Outlot 2 on the Ponds CSM are catalogued burial sites and will be retained by the County subject to the Catalogued Burial Site Easements (as defined in Section 3.d).

c. Certain land north of Watertown Plank Road (the "Watertown Plank Land"). The Watertown Plank Land shall consist of (i) the land with Parcel Indentification number 380999907 as depicted on Exhibit A-3.1 attached hereto; (ii) the land with

Parcel Identification number 381999920 as depicted on Exhibit A-3.2 attached hereto, but not inlcuding the land identified on Exhibit A-3.3 attached hereto as "N. 92nd St."; and (iii) the land identified on Exhibit A-3.3 attached hereto as "Lot 1." Prior to the Closing, County will subdivide as much of the land it owns north of Watertown Plank Road as necessary to permit County to convey the Watertown Plank Land in accordance with all applicable law.

d. The land described in Exhibit A-4 attached hereto (the "Surplus Land").

Lots 1 and 2, Lot 3, Lot 4, the Ponds Land, the Watertown Plank Land and the Surplus Land are sometimes referred to herein individually as a "Lot" and, collectively, as "Lots." The Ponds Land, the Watertown Plank Land and the Surplus Land are collectively referred to as the "Land Outside BHD." The BHD Campus Land and the Land Outside BHD are sometimes referred to herein collectively as the "Land."

2. **Effective Date**. The "Effective Date" of this Option is January 21, 2020.

3. **Agreement to Sell and Purchase**. Subject to Section 24, if Purchaser exercises this Option (the date of such exercise being referred to herein as the "Exercise Date"), the County shall sell to Purchaser and Purchaser shall buy from the County, the Land along with all of the following (collectively, the "Property"):

a. All rights and appurtenances owned by the County and pertaining to the Land, including, without limitation, any easements or other rights appurtenant to the Land, and any and all right, title, and interest of the County in buildings, public roads, alleys, streets and ways, and water, storm and sanitary sewer laterals (to the extent not part of the Water Main and Sewer Systems as defined below), including all improvements, structures, equipment, facilities and fixtures (including without limitation lighting fixtures) placed, constructed or installed on the Land (collectively, the "Improvements"); however, the Property shall not include the "Water Main and Sewer System," defined as the water utility infrastructure and storm and sanitary sewer mains serving the Campus and certain adjacent lands and generally described on Exhibit B;

b. The County's interest, if any, in any warranties and guaranties relating to the Land or Improvements, to the extent the same are assignable and relate to the period after the Closing;

c. Any governmental permits, approvals and licenses owned or held by County in connection with the Land or Improvements, and the right to the use thereof, to the extent the same are assignable; and

d. Subject to Section 24.d, a perpetual, exclusive easement for roadway, utility and stormwater purposes over the Catalogued Burial Sites (the "Catalogued Burial Site Easements").

Notwithstanding the foregoing, with respect to Lot 3 only, the Property shall not include any Improvements located thereon, warranties and guaranties relating to the Improvements

located thereon and governmental permits, approvals and licenses in connection with the Improvements located thereon.

The boundaries of the Land may be modified by mutual agreement of the parties, in which event the parties shall provide a substitute exhibit to this Option to replace the initial applicable exhibit. With respect to the BHD CSM and Ponds CSM, Purchaser may reconfigure the interior parcel boundary lines depicted on the applicable certified survey map at any time without the approval of County prior to recording of the certified survey map, provided that Purchaser shall be solely responsible for obtaining approval of such modifications.

The transaction contemplated herein shall not include the County's personal property or any other property not falling within the definition of Property herein (collectively, the "County's Personal Property").

4. **Purchase Price**. If the Option is exercised, the purchase price shall be the sum of the purchase price for Lots 1 and 2, Lot 3, Lot 4 and the Surplus Land, without regard to the total acres of the Ponds Land or the Watertown Plank Land, which is estimated to be Eight Million Seventy Thousand Three Hundred Ninety One Dollars ($8,070,391) ("Purchase Price") as depicted on the chart below, subject to recalculation as provided below and further subject to credits as provided for herein and other customary deductions and prorations in a commercial real estate transaction in Milwaukee, Wisconsin. No additional consideration shall be paid for the Ponds Land and the Watertown Plank Land. The Option Fee paid by the Purchaser shall be credited towards the Purchase Price. The Purchase Price less customary deductions and prorations, Option Fee and credits as provided for herein, including without limitation the credit for the costs of the CSMs (as defined in Section 8.d) shall hereinafter be referred to as the "Net Purchase Price." County acknowledges that the Purchase Price as determined in accordance with this Section 4, and specifically as calculated based on the total acres of Lots 1 and 2, Lot 3, Lot 4 and the Surplus Land and not including the total acres of the Ponds Land and Watertown Plank Land, is sufficient consideration for its obligations hereunder.

Subject to any adjustments and prorations set forth herein, the purchase price for each applicable Lot shall be calculated based on a price per acre value of $190,821 (the "Per Acre Value") multiplied by the total acres of the applicable Lot, as determined by the applicable CSM.

	Estimated Acres	Estimated Price
Lots 1 and 2:	12.101	$2,309,125
Lot 3:	14.850	$2,833,691
Lot 4:	13.422	$2,561,199
Surplus Land	1.92	$366,376
Total		$8,070,391

5. **County's Deliveries.**

a. **Due Diligence Materials.** Within thirty (30) days from the Effective Date, the County shall (at the County's sole cost) deliver or make available to the Purchaser copies of the following documents to the extent they are in the possession and control of the County's Director of Administrative Services, Economic

Development Director, Director of Facilities Management Division, Director of Architecture, Engineering and Environmental Services Section, or Comptroller (together, the "Controlling Parties") and to the extent that such documents are not subject to attorney-client privilege (all such documents being referred to as the "Due Diligence Materials"):

(i) To the extent issued, created or published in the fifteen (15) years prior to the date of this Option, all environmental site assessments and soil tests, inspections, evaluations and/or reports;

(ii) To the extent issued, created or published in the ten (10) years prior to the date of this Option, all other tests, inspections, evaluations and/or reports relating to the physical condition of the Property, including but not limited to structural, topographical and geological studies and reports, but excluding any reports subject to attorney client privilege.

(iii) To the extent issued, created or published in the ten (10) years prior to the date of this Option, all surveys, maps, site plans, architectural plans, specifications, historical data regarding prior uses (including locations of potential gravesites) and other drawings of the Property, and any as-builts, blueprints, warranties or owners' manuals relating to the Improvements.

(iv) To the extent issued, created or published in the two (2) years prior to the date of this Option, all notices, orders or other communications by or between County and any federal, state, municipal, local, or governmental agency regarding the Property.

(v) All appraisals of the Land from 2010 to the present.

(vi) All agreements, notices, orders or other documents or other communications, regardless of when issued, by or between County and any federal agency which relates to the Hill-Burton Act or the use of federal funds in the construction on the Improvements.

If during the course of reviewing the Due Diligence Materials Purchaser discovers a reference to one or more documents in the possession of the County that predates the Due Diligence Materials, Purchaser may request that the County produce such document(s) and County shall exercise reasonable efforts to locate and deliver same to Purchaser.

In the event that any of the Controlling Parties obtains actual knowledge that information contained in the Due Diligence Materials has materially changed at any time prior to Closing, the County shall promptly update such information and provide revised documentation to Purchaser. Likewise, if at any time prior to Closing any additional Due Diligence Materials come into the possession or control of any of the Controlling Parties, the County shall deliver same to Purchaser. All documents required to be provided under the foregoing provisions shall hereinafter be referred to as the "Additional Due Diligence Materials." If the County delivers

any Additional Due Diligence Materials after the Exercise Date and such Additional Due Diligence Materials disclose adverse conditions not theretofore known to the Purchaser, and which materially and adversely affect the value of the Land to the Purchaser, the Purchaser may, in its discretion, terminate the Option by written notice to the County, including with the notice a full explanation of the circumstances, and the Option Fee, if any, shall be returned to the Purchaser.

Nothing in this Section 5(a) shall impose an affirmative obligation on the County to seek out Due Diligence Materials or Additional Due Diligence Materials not in the possession or control of the Controlling Parties. Furthermore, the County makes no representation or warranty that the Due Diligence Materials and any Additional Due Diligence Materials constitute all such materials relating to the Property. Documents to be delivered hereunder may, at the County's election, be delivered in electronic format.

b. **Title Commitment**. Purchaser has ordered title insurance commitments (each, a "Title Commitment") from Chicago Title Insurance Company (the "Title Company"). All costs associated with the Title Commitments for the BHD Campus Lands and the Surplus Land shall be paid by County in accordance with Section 10(b) hereof. All costs associated with the Title Commitments for the Watertown Plank Land and Ponds Land shall be paid by Purchaser in accordance with Section 10(b) hereof. If Purchaser exercises its Option but does not close, it shall be responsible for any costs related to the Title Commitment. If Purchaser objects to any encumbrance on any Title Commitment prior to the Exercise Date, its sole remedy is to terminate the Option (and receive a refund of the Option Fee), provided that if a lien created by the County can be removed by either a termination signed by County or the payment of money at Closing the County will sign such termination or make such payment, as applicable, or otherwise cause such lien to be deleted as an exception from the Title Commitment. If such lien can be removed by the payment of money but the County has insufficient funds from Closing (of this transaction and any other similar transaction which is closing simultaneously) to make such payment, Purchaser may either terminate the Option or agree to accept title subject to such lien on the condition that Purchaser may pay such lien and deduct the amount thereof from future purchase price installments made in connection with the Leased Parcel Options with each Land Bank Member. County will not create any new encumbrances on the Property from the Effective Date to the Closing Date without the consent of Purchaser, which will not be unreasonably withheld, conditioned or delayed. If Purchaser exercises its Option, encumbrances on the Title Commitments as of the Exercise Date of which Purchaser has notice shall be deemed accepted and Purchaser shall have no right to object thereto except in the case of liens created by the County. Purchaser reserves the right to substitute an alternate title insurance company as the Title Company.

c. **Use of Documents.** The Due Diligence Materials are being furnished solely for the purpose of assisting Purchaser in evaluating the Property, and will not be distributed or furnished by Purchaser to any person other than its professional advisors or lenders in connection with the transaction contemplated herein.

6. **Term**. This Option shall commence immediately upon the Effective Date and shall continue in effect until the date that is no earlier than the day on which the last of the closings under the Leased Parcel Option for each Land Bank Member occurs (the "Option Period"), but not later than March 31, 2020 in any event. The Purchaser may terminate this Option at any time prior to its exercise of the Option; provided, however, that the Option Fee shall be nonrefundable except that the Option Fee shall be fully refunded in each of the following instances: (a) if this Option is terminated by the Purchaser for any reason within 90 days of the Effective Date; (b) if the Purchaser terminates this Option within 45 days after the County denies any reasonable request by the Purchaser to perform a test or inspection; and (c) this Option is terminated pursuant to Section 5(a), 5(b), 9(a), 9(b) or 12. If Purchaser does not exercise the Option by the expiration of the Option Period or any extension thereof, this Option shall terminate automatically without any further action of the parties.

7. **Manner of Exercise**. The Purchaser shall exercise this Option by delivering written notice to the County on or before the end of the Option Period.

8. **Closing**.

a. **Closing Date.** Provided that all of the conditions for closing hereunder have been satisfied, the closing ("Closing") shall occur within sixty (60) days from the Exercise Date (the "Closing Date"), unless another date is agreed to by the parties in writing. The transaction shall be closed at a location acceptable to the parties. Occupancy of all Lots except Lot 3 shall be given to Purchaser at the time of Closing. Occupancy of Lot 3 shall be subject to the Lot 3 Lease (as defined by Section 18 below). The County shall remove the County's Personal Property from the Property prior to delivering occupancy.

b. **Taxes; Special Assessments.** General real estate taxes, if any, private and municipal charges, if any, and payments for the provision of goods, materials and services with respect to the BHD Campus Land and Ponds Land, and the Improvements located thereon, which have historically been provided by or through the County under Section 98.04 of the Milwaukee County Ordinances ("Shared Services"), if any, shall be prorated as of the Closing. Special assessments levied or attributable to work actually commenced prior to Closing shall be paid by County no later than Closing if the work was requested by the County. Any rent or other income relating to the Property and any taxes or expenses relating to the Property shall accrue to the County and be prorated through the Closing Date.

c. **Continuing Services.** Notwithstanding anything to the contrary herein, if after the Closing Date the County will continue to provide any services to the Property (for example, sanitary sewer and storm sewer services), then the parties will enter into an agreement at Closing in form and substance reasonably acceptable to the parties for the continued provision of and payment for such services, but on financial and other terms consistent with those under which the County has been providing such services pre-Closing, including the granting of easements necessary for the continuing existence of the system ("Continuing Services Agreement").

d. **Surveys and Plats.** Purchaser has contracted for and has requested approval by the City of Wauwatosa and City of Milwaukee of one or more certified survey maps as required in order to allow the transfer of the BHD Campus Land and Ponds Land to Purchaser (the "CSMs"). Upon approval of the CSMs by the City of Wauwatosa and City of Milwaukee, the County shall execute the CSMs, Utility Easements Declaration (as defined in Section 9) and Access Easements Agreement (as defined below) as the owner, provided that execution and recording of such items will not create any new obligations on the part of the County. Purchaser will be responsible at its sole cost for obtaining approvals of the CSMs, provided that at Closing County shall credit Purchaser for the costs of the CSMs up to a maximum amount of $21,600; Purchaser shall be responsible for all costs in excess of such amount. The County's portion of such costs will be paid by a credit against the Purchase Price. If Purchaser desires to obtain an ALTA or any other surveys of the Property, then Purchaser shall at its cost be responsible for obtaining the same. County's obligation to subdivide the BHD Campus Land and Ponds Land is limited to cooperation with Purchaser's efforts above and execution of the BHD CSM and Ponds CSM as the owner of the Land. County shall be responsible for all action and costs necessary to subdivide the Watertown Plank Land into a separate legal parcel (or parcels) in order to allow the transfer of the Watertown Plank Land to Purchaser.

In connection with approval of the BHD CSM and Ponds CSM by the City of Wauwatosa and City of Milwaukee, County shall execute an agreement for access easements in substantially the form attached hereto as Exhibit G (the "Access Easements Agreement").

e. **County Conditions.** Prior to Closing and as a condition of Closing, County shall obtain approval for the sale of property from the Milwaukee County Mental Health Board, as required by law. Purchaser will assist and cooperate with such application to the Mental Health Board as needed, but is not required to expend any monies in support of such application.

9. **Due Diligence Review**. Prior to the end of the Option Period:

a. **Environmental Assessments.** The Purchaser and/or Purchaser's agents and representatives shall have the right to conduct any soil, environmental or other assessment of the Property that the Purchaser deems necessary including, without limitation, any pre-demolition asbestos-containing building material inspection, lead-based paint survey, hazardous material assessment, geotechnical or archaeological investigation, a Phase I and/or Phase II environmental assessment, and any sampling and testing of building materials, equipment and/or components, soil or groundwater on or under the Land (collectively together the "Soil/Environmental Assessments"). Purchaser shall pay all costs associated with the Soil/Environmental Assessments and promptly restore any portions of the Property damaged by such tests (e.g., soil borings) to substantially the same condition as existing just prior to such Soil/Environmental Assessment except that Purchaser shall not be obligated to restore any portion of Lots 1 and 2 and Lot 4 or

any improvements located thereon, except that Purchaser must restore so much thereof as is reasonably necessary to secure the disturbed portions from access by others and to install measures reasonable under the circumstances to protect others from contaminants.[1] Purchaser shall indemnify County for any costs or damages to property or injury to persons resulting from Purchaser's actions in the performance of the Soil/Environmental Assessments, excluding costs or damages relating to or arising from the discovery of pre-existing environmental conditions on or under the Land. Purchaser shall, and shall require that its agents, representatives, and independent contractors, perform such work in conformance with applicable legal requirements and professional standards, and in a manner that does not unreasonably cause disturbance to the Land. If Purchaser determines that the environmental condition of the Property is unsuitable for its purposes, its sole remedy shall be to terminate the Option and receive a refund of the Option Fee.

b. **Burial Site and Human Remains.** (i) In this Option, "Burial Site" and "Human Remains" have the meanings defined in Wis. Stat. §§ 157.70(1)(b) and (f), respectively. In the event Purchaser encounters any buried Human Remains during Soil/Environmental Assessments, Purchaser shall not thereafter further disturb, excavate, exhume or relocate the Human Remains. If Purchaser violates this provision, Purchaser shall indemnify and hold the County harmless and be responsible for all claims, damages and liability related thereto and shall use all best efforts to pursue and remedy such violation at the earliest possible time upon such discovery. Purchaser shall immediately notify County of the discovery or existence of any buried Human Remains and County shall thereafter take such actions as may be required by applicable law with respect to the preservation of same. At no time before Closing shall Purchaser transfer possession or control of any Burial Site to any person who is not a municipality unless the transfer provides for preservation of the Burial Site from any disturbance and is approved by the State of Wisconsin Burial Site Preservation Board pursuant to Wis. Stat. § 157.70(6m). The County does not represent or warrant that there are no Human Remains on the Land.

(ii) Purchaser and County understand that the discovery of any additional buried Human Remains on a portion of the Land prior to the Closing may complicate transfer of that portion of the Land to Purchaser by the County per Wis. Stat. § 157.70(6m). In the event of such a discovery, Purchaser and County, in cooperation, shall seek to obtain any needed approvals for the transaction or identify another mutually acceptable resolution of the issue, which resolution may include exclusion from the transaction of portions of the land containing buried Human Remains if the remaining portions of the Land are deemed suitable for its

[1] As examples of the foregoing, if Purchaser excavates any portion of such Lots it will not leave the land in such a condition that a person walking thereon would not be reasonably likely to suffer an injury from the excavation, or if Purchaser exposes friable asbestos in an improvement on such a Lot it will encapsulate or otherwise take action to mitigate the effects of such asbestos exposure, all bearing in mind the uses of the Lots and improvements which are then made and the intended demolition of all such improvements after Closing.

purposes by Purchaser. In that event, the parties will enter into at Closing a lease of the excluded area to the Purchaser or an easement over the excluded area for the benefit of Purchaser, in either case with no "base rent" or similar charge but whereby in either case the Purchaser will at its sole cost maintain and use the area in a fashion that is consistent with applicable law, and by which the Purchaser indemnifies the County against loss, claims, damages or actions arising out of Purchaser's activities on the area so affected (whether lease or easement, the document establish such interests shall be referred to herein as an "Excluded Area Easement Agreement"). If Purchaser determines that the remaining portions of the land are unsuitable for its purposes, its sole remedy shall be to terminate the Option and receive a refund of the Option Fee.

(iii) If buried Human Remains are discovered on the Land after Closing, it shall be Purchaser's obligation to deal with them in accordance with applicable legal requirements. County shall cooperate with Purchaser as reasonably requested by Purchaser in Purchaser's efforts to do so; however, all costs and expenses associated with such Human Remains shall be the Purchaser's responsibility. If buried Human Remains are discovered on the Land after Closing, the Purchaser may elect to convey back to County the portion of the Land where such Human Remains are located, at no additional cost to County, provided that Purchaser and the County enter into an Excluded Area Easement Agreement whereby Purchaser agrees to continue to maintain such area at its sole cost and give a similar indemnity to that described above.

c. **Additional Matters.** Before the end of the Option Period, Purchaser may, in its sole discretion, conduct any other test, inspection or review of the Property (or any information related to the Property), including, but not limited to, (i) inspecting the Improvements; (ii) reviewing the Due Diligence Materials; and (iii) reviewing or seeking to obtain any permit, notice, approval, variance, review or other matter relating to any federal, state, municipal, local or governmental agency involving the Property (collectively, the "Due Diligence Review").

d. **Tax Increment District.** The parties acknowledge that as part of its Due Diligence Review, Purchaser (in conjunction with other tenants of the Campus) may elect in its sole discretion to apply to the City of Wauwatosa for the creation of a Tax Incremental District ("TID") over all or a portion of the Campus and that the creation of the TID is a material factor in Purchaser's decision to proceed with the acquisition of the Property. County agrees to assist and cooperate with such application; provided, however, that County shall not be obligated to incur any out-of-pocket expenses in connection with such assistance and cooperation. Notwithstanding anything herein to the contrary, Purchaser shall not enter into any development agreement or any other agreement with the City that imposes an obligation on the County for portions of the Campus that may be retained by the County after Closing, including but not limited to landholder guaranty obligations, PILOT payments or special assessments.

e. **Water Main and Sewer System.** Purchaser and County understand and agree that it is the intent of County to transfer its role with respect to the operation maintenance and repair of the Water Main and Sewer System. Accordingly, the County has been in negotiations with Milwaukee Regional Medical Center, Inc. ("MRMC") regarding the possible sale or transfer of the Water Main and Sewer System to MRMC Water Services, Inc. ("MRMC Water"), an affiliate of MRMC. Except as provided in Section 24, in the event that the County and MRMC fail to negotiate and execute a mutually acceptable agreement for the sale of the Water Main and Sewer System to MRMC Water, Purchaser shall continue to have the right to purchase the Property in accordance with the terms of this Option, and the County will have the option to sell the Water Main and Sewer System to the City of Wauwatosa or other parties on such terms as it desires. The parties acknowledge and agree that, except as expressly provided herein, the parties will not know which Improvements will be part of the Water Main and Sewer System until such time as the County has reached an agreement with MRMC Water, the City of Wauwatosa, or other party, to purchase and operate the Water Main and Sewer System or has determined it will retain and continue to operate the Water Main and Sewer System. Accordingly, the delineation of the Water Main and Sewer System and laterals (that are included in the Property) as described on Exhibit B may be modified by mutual agreement of the parties prior to Closing in which event the parties shall provide a substitute Exhibit B. The County shall reserve easements for the location, operation and maintenance of those portions of the Water Main and Sewer System that are not assigned, sold or transferred as described above by the time of Closing pursuant to one or more declarations of utility easements drafted by Purchaser and reasonably acceptable to County (collectively, the "Utility Easements Agreement"), and until such time as they are so assigned, sold or transferred, the Water Main and Sewer System may be the subject of a Continuing Services Agreement.

f. **Right of Entry.** County hereby grants to the Purchaser and the Purchaser's agents permission to enter onto and/or into the Property at reasonable times upon reasonable notice to conduct the activities set forth in this Section 9. The County shall have the right to have County employees or consultants accompany Purchaser and its agents while conducting such activities, and shall have the right, at County's own cost, to arrange for simultaneous duplicate samplings. The County shall also cooperate with the Purchaser with respect to the Purchaser's activities set forth in this Section 9. Notwithstanding the provisions of this Section 9, before engaging in any Soil/Environmental Assessment or Due Diligence Review requiring the installation of soil borings on the Property, the Purchaser shall submit its contractor's proposed work plan to the County for approval by the Economic Development Director as to the location of the proposed borings (which approval shall not be unreasonably withheld, conditioned or delayed). The indemnity and a certificate of insurance complying with the requirements set forth in Exhibit C, attached hereto, shall be provided by Purchaser's consultants, contractors or engineers in regard to all pre-Closing activities set forth in this Section 9. Upon receipt and approval of the materials submitted under this Section 9, Purchaser

shall have a written right of entry onto and/or into the Property to conduct such activities.

g. **Good Faith.** The County and the Purchaser agree to work with one another in good faith to resolve in a mutually acceptable fashion any material issues that may arise during Due Diligence Review.

10. <u>Closing Deliveries</u>.

a. **Purchaser's Deliveries**. The parties acknowledge that the purchase of the Land may close at one or more Closings pursuant to the terms of this Option. At or prior to the initial Closing, or as otherwise provided herein, the Purchaser shall deliver the the items referenced below, provided however that if the initial Closing does not include the Ponds Land the Covenant Regarding Subsequent Transfers shall not be delivered at Closing. At or prior to any subsequent Closing, the Purchaser shall deliver the items referenced in (i) and (v), and, if such Closing involves the Ponds Land, the Covenant Regarding Subsequent Transfers.

(i) the Net Purchase Price for that portion of the Land that is the subject of the Closing;

(ii) Lot 3 Lease and County License as required by Sections 18 and 19 below;

(iii) a Continuing Services Agreement, if required;

(iv) a document terminating the provision of Shared Services pursuant to Section 98.04 of Chapter 98, Milwaukee County Ordinances ("Shared Services Termination Agreement") to be prepared by County (if the County has not previously terminated Section 98.04 by County Board Resolution or the County has not delivered the legal opinion referenced in subsection 10(b)(i)B, below);

(v) an Excluded Area Easement Agreement, if applicable;

(vi) Transit Easements (as defined in Section 21 below), if applicable;

(vii) the BHD CSM, the Ponds CSM, the Utility Easements Agreement and Access Easements Agreement, in form reasonably acceptable to County, shall be executed and delivered prior to Closing upon approval thereof by the City of Wauwatosa and shall be recorded prior to Closing following approval by the City of Milwaukee of the Ponds CSM;

(viii) Covenant Regarding Subsequent Transfers, if applicable;

(ix) the BRT Payment Escrow Agreement, if applicable;

(x) the Catalogued Burial Site Easements; and

(xi) the Ponds Easement Agreement (as defined below), if applicable.

b. **County Deliveries**. The parties acknowledge that the purchase of the Land may close at one or more Closings pursuant to the terms of this Option. At or prior to the initial Closing, or as otherwise provided herein, County shall deliver the items referenced in (i) – (iii) below, provided however that if the initial Closing does not include the Ponds Land the Covenant Regarding Subsequent Transfers apply to the initial Closing. At or prior to any subsequent Closing, the County shall deliver the items referenced in (i)A and (i)E and, if the Closing includes the Ponds Land, the Covenant Regarding Subsequent Transfers).

(i) the following executed documents in form and content reasonably acceptable to the Parties:

A. a Quit Claim Deed in recordable form conveying to the Purchaser all of the County's right, title and interest in the Property;

B. evidence that the County has terminated Section 98.04 of Chapter 98, Milwaukee County Ordinances, or an opinion issued to Purchaser by County's legal counsel stating that, post-closing, such ordinance is no longer effective, or the Shared Services Termination Agreement (if applicable);

C. the Continuing Services Agreement, if required;

D. the BHD CSM, the Ponds CSM, the Watertown Plank Lands CSM (if applicable), the Utility Easements Agreement and Access Easements Agreement shall be executed, delivered and recorded pursuant to Section 10.a(vii);

E. the Excluded Area Easement Agreement, if applicable;

F. the Catalogued Burial Site Easements;

G. Covenant Regarding Subsequent Transfers, if applicable;

H. the BRT Payment Escrow Agreement, if applicable;

I. the Ponds Easement Agreement, if applicable; and

J. any other any other documents customarily associated with the sale of commercial real estate in Milwaukee, Wisconsin.

(ii) The documents necessary to record the conveyance at County's cost, including the payment of the Wisconsin Real Estate Transfer fee, if any.

(iii) An owner's policy or policies of title insurance (from the same insurer issuing the Title Commitment) in the amount of the Purchase Price

allocated to the insured Lot on a current ALTA form (each, a "Title Policy"). Each Title Policy shall be subject only to those items shown in the applicable Title Commitment which Purchaser has expressly accepted or are deemed accepted pursuant to Section 5(b) hereof. Each Title Policy shall contain a "gap" endorsement or other equivalent coverage to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the Title Commitment and before the deed is recorded. The County shall pay the costs of the Title Policy or Title Policies for the BHD Campus Land and the Surplus Land provided that any costs above the base premium for insurance in the amount of the Purchase Price allocated to the insured Lot(s) shall be paid by the Purchaser. The Purchaser shall pay the costs of the Title Policy or Title Policies for the North of Watertown Plank Land and the Ponds Land. The County shall provide any affidavits or other documents required by the Title Company to issue the endorsement (or equivalent coverage), to remove the applicable standard exceptions to title and/or to issue any endorsements reasonably requested by Purchaser, provided that doing so shall not involve cost or expense to the County and provided that if any such affidavit indicates that lienable work has been performed then the County shall indemnify the issuer of the Title Policy over such potential liens.

11. **Subsequent Transactions (Ponds Land Only).**

a. **County Share of Sale Proceeds.** County has included the Ponds Land in the purchase at no additional cost to Purchaser in order to faciliate the orderly functioning of the Water Main and Sewer System. Therefore, if Purchaser subsequently develops or facilitates development of any portion of the Ponds Land for independent use other than its current use, then Purchaser will be required to make a payment in respect of the value of the Ponds Land so developed. Accordingly, (i) Purchaser shall have the right to convey or otherwise transfer legal title, beneficial ownership of the Ponds Land or any part thereof to a third party after the Closing Date (a "Subsequent Sale"); provided, however, and subject to the exclusions set forth in subparagraph f, below, if the Subsequent Sale occurs within nine (9) years of the Closing Date (the "Recapture Period") and if in the case of a sale or other transaction which constitutes, in effect, an absolute conveyance of the Purchaser's equitable ownership interest in all or part of the Ponds Land, the Subsequent Sale Proceeds (defined below) exceed the Adjusted Base Price allocable to such portion of the Ponds Land (as determined pursuant to subparagraph b.ii., below), then the County shall be paid on the effective date of the Subsequent Sale a portion of the proceeds allocable to such Ponds Land that exceed the Adjusted Base Price for such Ponds Land (the "County Share"), as provided herein; and (ii) Purchaser shall also have the right to develop and use the Ponds Land without a Subsequent Sale (a "Subsequent Development"), whether Purchase is the user of such redeveloped area or leases the same to another person, provided, however, if the Subsequent Development occurs during the Recapture Period, then the County shall be paid a County Share determined and paid as further provided in this Section 11.

b. **Calculation of County Share.**

(i) In general, the County Share with respect to each Subsequent Sale shall be calculated by (a) determining the Subsequent Sale Proceeds allocable to such land; (b) deducting therefrom the Adjusted Base Price allocable to such land (the amount determined after subtracting (b) from (a), if greater than zero, is referred to as the "Surplus Sale Proceeds"); and (c) multiplying the Surplus Sale Proceeds by the applicable percentage set forth in paragraph d, below. If the number arrived at after deducting the allocable Adjusted Base Price from the Subsequent Sale Proceeds is equal to or less than zero, then there are no Surplus Sale Proceeds, there is no County Share and this paragraph 11 shall not apply.

(ii) The Adjusted Base Price of any Ponds Land included in a Subsequent Sale shall be equal to: (a) zero ($0.00); (b) plus third party due diligence and related costs and expenses incurred by Purchaser in connection with this Option and the consummation of the Closing (which costs shall be evidenced and certified to at Closing); (c) divided by the total number of square feet of the Ponds Land; (d) multiplied by the number of square feet of Ponds Land involved in the Subsequent Sale; and (e) to the extent not reflected in the Purchase Price, plus any costs incurred by Purchaser post-Closing with respect to the portion of the Ponds Land being conveyed pursuant to the Subsequent Sale arising from environmental remediation, resolution of Human Remains, and demolition.

(iii) "Subsequent Sale Proceeds" means the value of the entire consideration paid or to be paid with respect to the Ponds Land included in the Subsequent Sale, determined by cash paid at closing and incorporating the values under clause (iv) below and under clause (v) below, and deducting the seller's reasonable actual costs of closing such as commissions, transfer fees and title insurance.

(iv) [Intentionally Omitted]

(v) If the Subsequent Sale Proceeds of a transaction includes non-cash consideration, then the value of such consideration will be reasonably determined by the County, acting through its Director of Economic Development, based upon consultation with the Purchaser and appropriately qualified experts.

(vi) [intentionally omitted].

(vii) With respect to a Subsequent Development, the County Share shall be determined in the same manner as in clauses (i) – (iii) above, as if a sale had occurred and as if the Subsequent Sale Proceeds were $190,821 per acre (to the nearest .001 acre). A Subsequent Development includes, without limitation, the area of the ponds located on the Ponds Land to the extent the

same are used for development (e.g., if a building is constructed over the ponds).

c. **Multiple Subsequent Sales.** In the event of multiple Subsequent Sales or Subsequent Developments of the same Ponds Land within the Recapture Period, the Adjusted Base Price allocable to such Ponds Land in any subsequent Subsequent Sale or Subsequent Development shall be equal to the per square foot Adjusted Base Price from the immediately preceding Subsequent Sale or Subsequent Development, plus any per square foot County Share paid with respect to such immediately preceding Subsequent Sale or Subsequent Development. If a Subsequent Sale or Subsequent Development includes additional Ponds Land that was not included in a prior Subsequent Sale or Subsequent Development, the Adjusted Base Price for such additional Ponds Land shall be determined in accordance with subparagraph b(i), above.

d. **Phase-out of County Share.** The County Share of the Surplus Sale Proceeds shall be calculated as follows: if the effective date of the Subsequent Sale or Subsequent Development occurs within one year of the Closing, the County Share shall be 90% of the Surplus Sale Proceeds; if within the second year following the Closing, the County Share shall be 80% of the Surplus Sale Proceeds; if within the third year following the closing, the County Share shall be 70% of the Surplus Sale Proceeds; and so on, such that, if the effective date of the Subsequent Sale or Subsequeent Development occurs on or after the date which is nine (9) years after the Closing the County Share shall be zero; provided that if (i) a contract exists for a Subsequent Sale as of a date which is more than 30 days prior to an anniversary of the Closing, and if the transaction contemplated by such contract is consummated within 60 days following such anniversary, then for purposes of this section the closing of the Subsequent Sale will be deemed to have occurred prior to such anniversary; and (ii) the visible commencment of work on the Ponds Land for a Subsequent Development has occurred prior to an anniversary of the Closing, then for purposes of this section the Subsequent Development will be deeemd to have occurred prior to such anniversary without regard to when the Subsequent Development may be completed.

e. **Calculation of Land Amount.** The amount allocable to Ponds Land in calculating Adjusted Base Price or Subsequent Sale Proceeds shall be the entire consideration paid in the Subsequent Sale in the case of Subsequent Sales involving undeveloped land or in which the transaction does not involve conveyance of improvements whose value accounts for at least 20% of the price. In other cases, the amount so allocable shall be that portion of the total consideration for the Subsequent Sale reasonably allocated by the County, acting through its Director of Economic Development, to that portion of the Ponds Land involved in the transaction based upon consultation with the Purchaser and appropriately qualified experts.

f. **Exclusion.** A Subsequent Sale or Subsequent Development does not include any of the following: (1) a transfer of legal title, beneficial ownership or right of occupancy or other conveyance to a municipality or other governmental body for

the purpose of public right of way; (2) a transfer to a member of Purchaser or a transfer to the parent entity of Purchaser or from the parent to Purchaser or to a wholly owned subsidiary of Purchaser or from such subsidiary to a sister subsidiary or to Purchaser, provided that any transfer from the wholly owned subsidiary other than as described in the preceding clause shall be deemed a Subsequent Sale, hereunder, as applicable, and provided further that if title is transferred to a sister entity then a subsequent transfer of a majority of interest in that sister entity to an unrelated third party constitutes a Subsequent Sale for purposes of this Section, and provided further that a development of the Ponds Land by any entity excluded above in this clause (2) shall be a Subsequent Development; (3) periodic maintenance of, dredging for, or other improvements to the current stormwater drainage and detention functions of the Ponds Land; (4) roadways and roadway related improvements; and (5) a transfer of easement rights for stormwater drainage and/or detention purposes benefitting any land served by the Water Main and Sewer System.

g. **Reporting Requirements**. The Purchaser will provide County written notice of its desire to enter into a Subsequent Sale at least 60 days prior to the anticipated date of closing of such Subsequent Sale, and will provide County written notice of the execution of a Subsequent Development no later than 30 days after the date of visible commencment of the work for such Subsequent Development. In each case, the notice will provide County with reasonable information concerning the economics of such Subsequent Sale or Subsequent Development so as to permit the parties to determine whether a County Share payment is due under this Section and to calculate the amount of the County Share. In the case of a lease or other occupancy agreement, the lease or occupancy agreement must include rights to the land, buildings and other improvements needed for the customary use of the premises (that is, separate leases or agreements to different aspects of rights of use and occupancy may not be used so as to avoid or mitigate the amount of a County Share). For clarity, County has no authority to approve or disapprove of any Subsequent Sale or Subsequent Development; County's rights are with respect to determination of the requirement of a payment of the County Share.

h. **Dispute Resolution**. In the case of any determination under this Section which requires the County to make a determination and consult with the Purchaser, if the parties cannot agree on the matter within 45 days after the parties commence a formal discussion of such matters, then the parties will agree on a procedure to obtain one or more appraisals of the portion of the Ponds Land for the intended use of the Ponds Land involved in the sale, or one or more other expert opinions of the matters under consideration. The results of the procedure (whether the opinion of value of a single appraiser or some combination of multiple appraisals, or other experts as applicable) will be binding on the parties.

i. **Covenant.** The terms of this Section 11 shall be memorialized in a document agreed upon by the parties and recorded against the Ponds Land at Closing (referred to herein as the "Covenant Regarding Subsequent Transfers"). The terms of this

Section 11 are intended to run with the land and be binding upon the successors in interest to the Purchaser.

12. **County's Warranties and Representations**. County hereby makes the following warranties and representations with respect to the Property (in each case where a representation is to the knowledge of the County, this shall mean to the actual knowledge, without investigation, as of the Effective Date of the Controlling Parties):

a. County has the full power and authority to enter into this Option and to close the transaction contemplated hereunder.

b. To the best of the current and actual knowledge of the County, County has not received, and County has no knowledge of any predecessor receiving, notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property. County has no knowledge that any governmental authority is contemplating issuing such notice or that any such violation exists.

c. Other than this Option Agreement, County is not a party to any agreement, contract or commitment to sell, convey, lease, assign, transfer, provide option rights, provide rights of first refusal, or otherwise give any third party any rights to use or occupy all or any part of the Property.

d. To the best of County's current and actual knowledge, there are no condemnation or eminent domain proceedings, nor any negotiations in lieu of condemnation, pending against the Property, and County is not aware of any condemnation or eminent domain proceedings being contemplated or threatened against the Property.

e. To the best of County's current and actual knowledge, there are no claims, actions, litigation, proceedings, inquiries, disputes, rulings, judgments, or orders that are (i) attached or pending against or relating to the Property or the transaction contemplated herein; or (ii) attached or pending that could affect the Property or the transaction contemplated herein.

f. To the best of County's current and actual knowledge, there are no attachments, executions, assignments for the benefit of creditors, receiverships, or voluntary or involuntary proceedings in bankruptcy, or pursuant to any other debtor relief laws which have been (i) filed by County; (ii) contemplated by County; (iii) threatened against County; or (iv) which are currently pending against County in any judicial or administrative proceeding.

g. To the knowledge of County, no brokerage fee, commission or finder's fee of any type is due any person in connection with the transaction contemplated by this Option.

h. Upon Closing, the Shared Services arrangement set forth in Chapter 98 of the County's code of ordinances will terminate with respect to the Land and Purchaser shall have no obligation thereunder.

i. In no event after Closing shall Purchaser have any obligations under the Fire Protection Agreement between the City of Wauwatosa and Milwaukee County dated December 19, 1980, with respect solely to the Land (so that if any member of Purchaser has an obligation thereunder pursuant to a Campus Lease, such obligation is unaffected by this Closing).

All such warranties and representations of County shall be reaffirmed to be true and correct as of the Closing Date to the same extent as the date of this Option and shall survive for a period of five (5) years after the Closing Date. If any of the foregoing warranties and representations becomes untrue in any material respect after the execution of this Option and is not cured by County (at no cost to Purchaser) on or before Closing, then Purchaser, as its sole remedy, may elect to terminate this Option, in which event the Option Fee shall be returned to Purchaser.

13. **Property Condition.**

a. Purchaser is hereby purchasing the Property in "AS IS, WHERE IS" condition and "with all faults" and agrees that it relies upon no warranties, representations or statements by County, or any other persons for County, in entering into this Option or in closing the transactions described herein, except for the express representations and warranties set forth in Section 12 hereof. Purchaser's closing on the acquisition of the Property shall constitute conclusive evidence that Purchaser is satisfied with the condition of and title to the Property. In closing and completing this transaction, Purchaser will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of County or its agents or employees except those expressly set forth in Section 12 above.

b. Except for the express representations and warranties set forth in Section 12 hereof, County makes no warranties, representations or statements whatsoever, express or implied, concerning or relating to the Property, including without limitation: zoning and building codes and other similar restrictions; availability or cost of utilities; the condition of the soils on the Property, the environmental condition of the Property; the presence or absence of any hazardous substances, hazardous materials, petroleum, or any substances regulated by federal, state or local law in, on or under the Property; compliance of the Property with any law, regulation, ordinance or similar requirement, including without limitation the Americans with Disabilities Act; or the physical condition of the Property. Purchaser acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties for County.

c. Subject to Section 8(d) above County shall not provide an updated survey of the Property.

14. **[Intentionally Omitted].**

15. **Time is of the Essence**. It is understood that time is of the essence as to the provisions of this Option.

16. **Notices**. All notices and demands by either party to the other shall be given in writing and personally delivered or sent by United States certified mail, postage prepaid, and addressed:

To the County:	Economic Development Director Dept. of Administrative Services Economic Development Division 633 West Wisconsin Avenue, Suite 903 Milwaukee, WI 53203 Email: aaron.hertzberg@milwaukeecountywi.gov
With copies to:	Margaret Daun Milwaukee County Corporation Counsel 901 North Ninth Street, Room 303 Milwaukee, WI 53233 Email: margaret.daun@milwaukeecountywi.gov
And to:	Hal Karas Husch Blackwell LLP 555 East Wells Street, Suite 1900 Milwaukee, Wisconsin 53202 Email: hal.karas@huschblackwell.com
To the Purchaser:	The Medical College of Wisconsin 8701 West Watertown Plank Road Wauwatosa, WI 53226 Attention: General Counsel Email: jnewsome@mcw.edu Children's Hospital of Wisconsin 8915 West Connell Court Wauwatosa, WI 53226 Attention: General Counsel Email: ltector@chw.org Froedtert Memorial Lutheran Hospital c/o Froedtert Health, Inc. 9200 West Wisconsin Avenue Wauwatosa, WI 53226 Attention: General Counsel Email: amy.marquardt@froedtert.com
With a copy to:	Bruce T. Block Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202 Email: bblock@reinhartlaw.com

Either party may, upon prior notice to the other, specify a different address for the giving of notice. Notices shall be deemed given upon receipt (in the case of personal delivery) or two days following the date of their deposit in the United States mail (in the case of mailing).

17. **Default**. A material failure to perform any obligation relating to the purchase or sale of the Property shall be a default which may subject the defaulting party to liability for damages or other legal remedies. If the Purchaser defaults on the terms of the purchase of the Property after the Purchaser's exercise of this Option, the County may sue for specific performance and request the Option Fee as partial payment of the Purchase Price, or terminate this Option and sue for actual damages. If County defaults on the terms of the purchase of the Property, the Purchaser may sue for specific performance or terminate this Option and sue for actual damages.

18. **Continued County Occupancy of the BHD Campus Land**.

a. At Closing, Purchaser as lessor, and County, as tenant, will enter into a lease for Lot 3 (the "Lot 3 Lease") under the following terms and conditions and as more specifically set forth in the form of Lot 3 Lease attached hereto as Exhibit F:

i. Base Rent: One Dollar ($1.00) per year, absolute "net" such that the Lot 3 Lease shall yield the Base Rent to Purchaser, as lessor, net of taxes and maintenance, operation and insurance obligations.

ii. Term: The initial term of the Lot 3 Lease shall be 10 years.

iii. Extension Term: The County shall have the right to extend the Lot 3 Lease for a period of 5 years at a time, and for as many additional periods of 5 years as the County elects by written notice (provided that if County has not timely delivered such notice Purchaser will deliver notice to County seeking confirmation of County's intent to extend or not, and County may extend the term by written notice to Purchaser within thirty (30) days of such notice from Purchaser). The Lot 3 Lease will be subject to termination by the County upon at least six months' notice (or other termination in accordance with the Lot 3 Lease). Base Rent during the extension period shall continue to be One Dollar per year, and the other terms of the Lot 3 Lease will continue to apply; provided, however, that if the mental health facility located on Lot 3 is operational or the County occupies and actively utilizes the premises for other purposes (which other purposes shall be limited to those uses existing as of the Effective Date of this Option) at the time of any Lot 3 Lease extension, then the Base Rent shall increase to the fair market value of a groundlease for an equivalent parcel of land in an equivalent location ("FMV"). The Base Rent shall thereafter remain at FMV for so long as the mental health facility remains operational or the County occupies and actively utilizes the premises for other purposes (limited to those uses existing on the Effective Date of this Option) during the Lot 3 Lease term (and FMV shall be recalculated at the beginning of each subsequent Lease extension). If operations at or usage of the mental health facility terminate during the term of the Lot 3 Lease but the term of the Lot 3 Lease continues, the Base Rent shall be reduced to $1.00 per year at such time as the operations or usage are discontinued. If the parties are unable to

agree upon the FMV, then the FMV shall be determined by an appraiser mutually selected by the parties.

iv. If County elects to terminate the Lot 3 Lease, if the Lot 3 Lease expires on its own terms or if Purchaser terminates the Lot 3 Lease due to a default by County, then County shall at its own cost demolish all buildings located on Lot 3 and undertake all required remediation. The term of the Lot 3 Lease shall automatically extend until County has completed all such demolition, which in any event shall be completed within one (1) year of the date on which the Lot 3 Lease would otherwise terminate.

v. County, during its occupancy, is responsible for all maintenance of Lot 3 and the buildings located thereon, including laterals connected to the Water Main and Sewer System that are located on Lot 3; provided, however, that if Purchaser undertakes development of either Lots 1 and 2 or Lot 4, such redevelopment shall be done in such a manner that Lot 3 continues to have access to roads and utility hookups, and County shall have no obligation to contribute to the cost of any improvements necessary to create such access to roads and utility hookups. Purchaser shall grant such easements as are reasonably required in order to facilitate such access to roads and utilities. If and to the extent that it is necessary, in connection with the development of Lots 1 and 2, or Lot 4, to physically disconnect the leased improvements on Lot 3 from existing connected improvements, then the work and cost of such physical disconnection will be borne by Purchaser.

vi. County shall not contract with a third party to operate the mental health facility located on Lot 3 without the prior written consent of Purchaser. County's use of Lot 3 shall be limited to the operation of the mental health facility and any other uses of Lot 3 existing as of the Effective Date of this Option. For clarity, changes in mental health treatments implemented by the County will still be considered a permitted use; the County is not limited to providing services only in the way in which they are currently provided.

vii. County may terminate the Lot 3 Lease prior to its expiration provided that County at its own cost shall demolish all buildings located on Lot 3 and undertake all required remediation. If, prior to the expiration of the Lot 3 Lease, County vacates Lot 3 or ceases operation of a mental health facility thereon, Purchaser may terminate the Lot 3 Lease provided in such event, County shall have the right but not the obligation to undertake demolition of the buildings thereon.

viii. If County transfers the Water Main and Sewer System to MRMC Water prior to the effective date of or at any time during the term of the Lot 3 Lease, Purchaser will exercise its reasonable best efforts to cause MRMC Water to provide water, sanitary and storm sewer service to Lot 3 through a separate contract at the same rate MRMC Water charges its other customers.

ix. The Lot 3 Lease will be subject to any declaration of covenants, conditions, restrictions and easements or other supplementary shared services agreement of MRMC and shall include provisions requiring County to pay a proportionate share of the costs of any shared services provided thereunder.

x. Purchaser and County will work together in good faith to define the reasonable scope of the Demolition and Rehabilitation Work (as defined in the Lot 3 Lease) and terms of the Access Agreement (as defined in the Lot 3 Lease) prior to the Closing Date.

b. Purchaser will execute a license with the County for Lots 1 and 2 ("County License") under the following terms and conditions. For as long as the County operates its facility on Lot 3 pursuant to the Lot 3 Lease, Purchaser shall provide the following:

i. 200 parking stalls on Lots 1 and 2, or if Lots 1 and 2 are not used for parking, 200 parking stalls in an alternate location on Campus as determined by Purchaser, provided that such location is within ¼ mile of Lot 3; and

ii. Continuing access for vehicular and pedestrian access to all entries and loading docks of the buildings located on Lot 3 to the extent necessary and not otherwise provided under Section 18.

County shall not be obligated to pay a license fee during the first ten years of the County License term. Beginning in the 11th year of the County License term, County shall pay a license fee equal to the fair market rental value of such parking spaces (but which is not in excess of the average of the parking fees County charges its employees taking into consideration all parking fees charged by County to its employees throughout the County but excluding any parking fees charged by County to its employees on Lots 1 and 2). County shall pay all maintenance costs of and real property taxes levied against any property subject to the County License (allocated on a square foot basis for land rather than improvements).

19. **Forensic Sciences Facility.**

a. County desires to occupy a portion of the BHD Campus Land or another part of the Campus after Closing for the purpose of operating a newly constructed medical examiner's facility (the "ME Facility"). County and Purchaser are considering the following alternatives to accommodate the ME Facility on the Campus Lands.

(i) MCW will form a new nonprofit entity ("Newco") to develop and own a facility which may include, among other things, a forensic sciences building, the ME Facility, roadways and parking, and other accessory uses (the "Forensic Sciences Facility"), on all of Lot 1 and a portion of Lot 2 (the "Lots 1 and 2 Forensic Sciences Building Lease Scenario").

(ii) Newco will develop and own the Forensic Sciences Facility on a portion of the Campus that is to be acquired by CHW pursuant to a Leased Parcel Option and subsequently conveyed by CHW to MCW pursuant to Section 19.c. (the "CHW Forensic Sciences Building Lease Scenario").

(iii) County will ground lease from MCW a portion of Lots 1 and 2 or a portion of the Campus acquired by CHW and develop thereon the ME Facility (the "ME Facility Ground Lease Scenario").

b. County agrees to negotiate with Purchaser or Newco (or MCW on behalf of Newco) in good faith during the Option period to enter into a mutually agreeable lease for County's space for the ME Facility within the Forensic Sciences Facility (the "Forensic Sciences Facility Building Lease") under either the Lots 1 and 2 Forensic Sciences Building Lease Scenario or the CHW Forensic Sciences Building Lease Scenario. In any event, the Forensic Sciences Facility Building Lease will contain at least the following features:

(i) The initial term of the Forensic Sciences Facility Building Lease will be 30 years (from the date on which the ME Facility is available for occupancy by the County), with two extension options, each for a period of five years.

(ii) The Forensic Sciences Facility Building Lease will contain an option for the County to purchase the space in the Forensic Sciences Facility occupied by the ME Facility. If the purchase is during the initial term of the Forensic Sciences Facility Building Lease, the purchase price will be the greater of (i) fair market value or (ii) the amount of the outstanding project debt for the ME Facility and core and shell associated with the ME Facility, including unamortized issuance costs, premiums and/or discounts, and other costs associated with the sale of the ME Facility, less any capital reserve balances. The purchase price will also include any extraordinary redemption premiums that might be required in order to redeem outstanding tax-exempt debt and all other debt extinguishment costs. If the purchase occurs after the initial term of the Forensic Sciences Facility Building Lease, the purchase price will be the the greater of (1) One Dollar and No/100 ($1.00), or (ii) the amount of the outstanding project debt for the ME Facility and core and shell associated with the ME Facility, including unamortized issuance costs, premiums and/or discounts, and other costs associated with the sale of the ME Facility, less any capital reserve balances. The purchase price will also include any extraordinary redemption premiums that might be required in order to redeem outstanding tax-exempt debt and all other debt extinguishment costs. At the closing of such purchase, the parties will, if the ME Facility is part of a larger building, submit such building and the land upon which it is located (as determined by the process below) to a condominium regime in order to facilitate such purchase. The condominum will not impose on the County, as a unit owner, a greater burden of the costs of the condominium than the seller incurred with respect to the ME Facility prior to such sale. The parties will negotiate the terms and conditions of the sale and of the condominum instruments in good faith in order to faciliate such closing.

(iii) The variable rent (sometimes known as "CAM" or "additional rent") under the Forensic Sciences Facility Building Lease shall not impose on the

County a greater burden on the costs of the land subject to the Forensic Sciences Facility Building Lease than the lessor incurs with respect to other lands owned by lessor or its sponsors under any cost sharing arrangments with other users of the Campus or the Land. For clarity, the purpose of this provision is to ensure that the costs passed on to the County as variable rent are charged in the same manner as costs generally are shared among all users of the Campus or the Land, and do not unduly burden the County.

c. If within 90 days following the Effective Date, Purchaser demonstrates to the reasonable satisfaction of County that with respect to the CHW Forensic Sciences Building Lease Scenario (i) the pro forma costs of rent (both base rent and any variable rent), and other occupancy and move-in costs to County, do not exceed the pro forma costs to County of the ME Facility Ground Lease Scenario, and (ii) that Purchaser can meet County's time lines for construction and occupancy of the ME Facility, then the parties shall proceed with the CHW Forensic Sciences Building Lease Scenario and the following shall apply:

(i) CHW will convey to Purchaser, and Purchaser will then convey to MCW the land upon which the Forensic Sciences Facility will be developed (the "CHW Forensic Sciences Facility Land") by special warranty deed and subject to prorations, adjustments, terms and conditions typical of commercial real estate transactions in Milwaukee, provided, however, that Purchaser and MCW may by mutual agreement direct CHW to convey directly to MCW; and

(ii) Subject to subparagraph 19.g below, Purchaser will receive a credit against the Purchase Price equal to the Per Acre Value multiplied by the number of acres of the CHW Forensic Sciences Facility Land. Purchaser and CHW will separately determine a means of compensating CHW for such conveyance.

d. If within 90 days following the Effective Date, Purchaser cannot reasonably satisfy the County that the conditions of Section 19.c. can be met with respect to the CHW Forensic Sciences Building Lease Scenario but can demonstrate to the reasonable satisfaction of County that such conditions can be met with respect to the Lots 1 and 2 Forensic Sciences Building Lease Scenario, then the parties shall proceed with the Lots 1 and 2 Forensic Sciences Building Lease Scenario and the following shall apply:

(i) If the parties determine to proceed with the Lots 1 and 2 Forensic Sciences Building Lease Scenario prior to Closing, then Lot 1 and that portion of Lot 2 on which the Forensic Sciences Facility will be located (together, the "Lots 1 and 2 Forensic Sciences Facility Land") shall be excluded from this Option and County shall convey the Lots 1 and 2 Forensic Sciences Facility Land to MCW pursuant to a separate agreement by special warranty deed and subject to prorations, adjustments, terms and conditions typical of commercial real estate transactions in Milwaukee;

(ii) Subject to subparagraph 19.g below, at Closing, the Purchase Price for Lots 1 and 2 will be recalculated based on the Per Acre Value multiplied by the total acres of Lots 1 and 2 (as determined by the BHD CSM) after subtracting the total acres of the Forensic Sciences Facility Land;

(iii) If the parties have not determined to proceed with the Lots 1 and 2 Forensic Sciences Building Lease Scenario by Closing, then at Closing, Lot 1 and Lot 2 shall be conveyed to Purchaser and, if the parties subsequently determine to proceed with the the Lots 1 and 2 Forensic Sciences Building Lease Scenario, then Purchaser and MCW will separately determine a means of conveying the Lots 1 and 2 Forensic Sciences Facility Land to MCW; and

(iv) MCW and Newco shall assume a prorated share, based on the ratio of the total acres of the Forensic Sciences Facility Land to the total acres of Lots 1 and 2, of the obligations and liabilities of Purchaser hereunder with respect to the County License.

e. If within 90 days following the Effective Date, Purchaser cannot demonstrate that the conditions of Section 19.c and 19.d can be met with respect to either the CHW Forensic Sciences Building Lease Scenario or the Lots 1 and 2 Forensic Sciences Building Lease Scenario, then the parties shall proceed with the ME Facility Ground Lease Scenario and the following shall apply:

(i) The County, as lessee, and MCW, as lessor, shall enter into a ground lease (the "ME Facility Ground Lease") including the following terms and such other terms reasonably agreed to by the parties:

A. The premises leased shall be that portion of either Lots 1 and 2 or the land to be acquired by CHW pursuant to a Leased Parcel Option necessary for County to develop the ME Facility, including access drives, parking and other customary accessory uses (the "ME Facility Ground Lease Premises");

B. The base rent for the ME Facility Ground Lease Premises shall be one dollar ($1.00) per year, absolute "net" such that the ME Facility Ground Lease shall yield the base rent to lessor net of taxes and maintenance, operation and insurance obligations;

C. The ME Facility Ground Lease will be subject to any declaration of covenants, conditions, restrictions and easements or other supplementary shared services agreement of MRMC and shall include provisions requiring County to pay a proportionate share of the costs of any shared services provided thereunder; and

D. Purchaser or CHW, as applicable, and MCW may elect to direct County to convey the ME Facility Ground Lease Premises directly to MCW or separately determine a means of conveying the ME

Facility Ground Lease Premises to MCW.

(ii) Subject to subparagraph 19.g below, at Closing, Purchaser will receive a credit against the Purchase Price equal to the Per Acre Value multiplied by the number of acres of the ME Facility Ground Lease Premises.

f. With respect to the land which will be selected in the CHW Forensic Sciences Building Scenario:

(i) The County and CHW will within 60 days after the Effective Date designate a parcel which is not greater than 8 acres in size but which is located substantially in the area shown on the attachment to the letter from CHW to County dated June 20, 2019 (the "Letter"). The size of this parcel is intended to accommodate potential design criteria for the CFS and surrounding land and is referred to herein as the "CFS Building Envelope". County may designate in writing an area not greater than 6 acres in size and which is located entirely within the CFS Building Envelope, which will be the final land which is subject to the CHW Forensic Sciences Building Scenario (the "Final CFS Site"). If the County fails to designate the Final CFS Site on or before April 1, 2020, County may thereafter continue to so designate a Final CFS Site but CHW, at any time prior to the County making such designation in writing, may make a designation in writing of any 6 acre parcel within the CFS Building Envelope, which will thereupon become the Final CFS SiteThe parties acknowledge that the location of the ME Facility and determination whether to proceed with the Lots 1 and 2 Forensic Sciences Building Lease Scenario, CHW Forensic Sciences Building Lease Scenario or ME Facility Ground Lease Scenario (each, a "Scenario") may occur after the Closing, in which event, at Closing, the estimated amount of credit or reduction in Purchase Price required under subparagraphs 19.c.(ii), 19.d.(ii) and 19.e.(ii) (as determined below and hereinafter the "ME Credit") shall be added to the escrow account created pursuant to Section 24.c. herein and the actual amount of ME Credit shall be refunded to Purchaser at such time as the final location of the ME Facility and Scenario is determined. For purposes of this paragraph, the estimated amount of the ME Credit shall be equal to the product of 6 acres multiplied by the Per Acre Value, subject to adjustment as provided below. The parties further acknowledge that the final acreage of the Final CFS Site measured to the centerline of Campus roadways, may be more or less than 6 acres, in which event the ME Credit shall be adjusted accordingly. If the amount in escrow hereunder is more than the ME Credit due Purchaser, the excess shall be distributed to the County, and if the amount in escrow is less than the ME Credit, County shall pay the balance due Purchaser within 30 days after determination of the final ME Credit amount.

g. With respect to the pro forma costs of rent (both base rent and any variable rent) that would be charged to the County, the parties anticipate that (i) the County would not incur significant infrastructure costs in the ME Facility Ground Lease

Scenario because of the current existence of drives and other paved areas and existing in ground utilities, and (ii) that the County will not pay directly for installation, maintenance, repair, or reconstruction of similar infrastructure in the other scenarios, other than through the payment of rent. In no Scenario is the County expected to be responsible for installation of such infrastructure.

h. The County, Purchaser, Newco, and CHW will permit each other's surveyors, architects, engineers and other design and construction professionals on the CFS Building Envelope in order to facilitate the planning for the ME Facility and its programming as an integral part of the services provided on the Campus. Each party may in writing impose reasonable restrictions relating to such entry, such as insurance requirements, times and frequency of entrance, or the requirement of being accompanied by employees of the party owning the CFS Building Envelope at the relevant time.

i. Purchaser, Newco or CHW, as applicable, will permit the County and Newco and all their contractors and material suppliers to have access to the Final CFS Site over the land owned by the relevant person for the purpose of design, construction, renovation, remodeling, repair and reconstruction of the ME Facility. At the request of County or Newco, the relevant entity will grant temporary or permanent easements for such purposes, as applicable, on commercially reasonable terms.

j. Purchaser, Newco and CHW will cooperate in good faith to implement these provisions after Closing. If the CHW Forensic Sciences Building Scenario applies, then CHW will also complete the other transactions described in the Letter.

k. The provisions of this Section 19 shall not be a condition to Closing. The provisions of this Section 19 shall survive Closing.

20. **Restrictions on Assignment**. This Option shall not be assigned by Purchaser without the written consent of the County except that consent shall not be required for an assignment of this Option, in whole or in part, to a parent entity, wholly-owned subsidiary or any other entity affiliated with any member of Purchaser, which parent, subsidiary or affiliate assumes the obligations of Purchaser under the Option and all agreements which survive Closing, and provided that no such assignment will release the Purchaser from its obligations. Any assignment of the Option by the Purchaser in violation of this Section prior to the Exercise Date shall give County the right to terminate the Option and retain the Option Fee as liquidated damages.

21. **Transit Provisions**.

a. At no cost to County, the Purchaser shall grant to County or County shall reserve from the conveyance, as the parties may agree, a non-exclusive easement, or other mutually agreeable real estate interest, for existing Milwaukee County Transit System (MCTS) transit routes and bus stops, and for future MCTS transit routes, bus stops (including typical bus stop shelters), bus rapid transit service and stops (including typical bus stop shelters) (collectively, "Transit Easements"). If the parties cannot mutually agree on such routes and locations, the Transit Easements

shall include all roads on Campus on which clients of Purchaser are allowed access provided that the location of bus stops and Bus Rapid Transit ("BRT") stops permitted by the Transit Easements shall be subject to the approval, which shall not be unreasonably withheld, of (i) MRMC, (ii) the owner of any land on which the stop is located, and (iii) or the owner of land immediately within 1,000 feet of the stop (provided such land is part of the Campus or the Land). Purchaser shall not close any road on the Property or otherwise materially impair access to any bus stops on the Property without the express prior written consent of County, which will not be unreasonably withheld, conditioned or delayed; County acknowledges that Purchaser intends to alter the routing of certain roads, and the parties will cooperate with one another in such action.

b. County has submitted a Federal Transit Administration Capital Assistance Grant Program proposal (the "Funding Proposal") for a commitment to fund components of the BRT program (the "Funding Commitment"), including without limitation the construction of a BRT route with dedicated BRT lanes up to the boundary of the Campus (the "Off Campus BRT Route"). Subject to County receiving the Funding Commitment and further subject to the conditions of this Section 21.b, Purchaser agrees to construct a BRT Route through Campus connecting Wisconsin Avenue and Watertown Plank Avenue, with dedicated bus lanes if possible (the "BRT Route"), a BRT bus stop at or near the intersection of 92nd Street and Connell Avenue and, if necessary, traffic signals and turn lanes (or upgrades to existing traffic signals and turn lanes if applicable) at the intersection of the Campus BRT Route and Watertown Plank Road (collectively, the "Campus BRT Improvements").

(i) At Closing, the amount of Four Million Five Hundred Eleven Thousand Sixty Two and 50/100 Dollars ($4,511,062.50) (the "BRT Escrow Funds") shall be withheld from the proceeds delivered to County and used to pay the BRT Costs (as defined below). The BRT Escrow Funds shall be deposited in escrow with the Title Company pursuant to this Option and the Title Company's standard form of escrow agreement with modifications reasonably agreed to by County and Purchaser (the "BRT Payment Escrow Agreement"). Without limiting the foregoing, the BRT Payment Escrow Agreement shall [a] provide that the parties shall jointly direct the Title Company regarding the disbursement of the BRT Escrow Funds, [b] provide that the parties shall jointly direct the payment of the BRT Costs pursuant to a separate agreement, and [c] provide that Purchaser may apply any BRT Escrow Funds remaining after all BRT Costs of the Campus BRT Improvements have been paid toward the costs of Campus Transit Improvements (as defined below). Notwithstanding the foregoing, if County's Funding Proposal is rejected, County does not receive the Funding Commitment within two (2) years of the Effective Date, or County does not begin operation of the Off Campus BRT Route by 3 years of Closing, then Purchaser shall not be obligated to construct or pay for the Campus BRT Improvements and may apply the BRT Escrow Funds toward the costs of transit improvements on Campus for the benefit of MCTS, as

are approved by the County's Director of the Department of Transportation, which approval shall not be unreasonably withheld, conditioned or delayed ("Campus Transit Improvements").

(ii) If the BRT Escrow Funds exceed the sum of (A) the amount of the BRT Costs of the Campus BRT Improvements plus (B) the portion of the Campus Transit Improvements funded by the BRT Escrow Funds and completed by Purchaser within the earlier of [a] ten (10) years after the Closing and [b] five (5) years after the Funding Proposal is denied or rejected, then the surplus remaining shall be released to County

(iii) The "BRT Costs" shall mean the costs to construct the Campus BRT Improvements and may include, without limitation, relocating and replacing underground utilities, and engineering and construction management services, but only to the extent such BRT Costs are incurred in connection with the Campus BRT Improvements. BRT Costs incurred will incorporate all terms and conditions required by the FTA Master Agreement and/or BRT grant agreement, specifically third-party contracting guidance such as Davis Bacon and Buy America requirements in effect at the time the agreement in question is awarded. The BRT Costs shall not include the costs of planning and design of the Campus BRT Improvements and annual operations and maintenance costs, which costs shall be paid by County.

(iv) Purchaser may provide a temporary route for BRT buses through the Campus over existing roadways on Campus and not providing for dedicated BRT lanes until such time as Purchaser can complete the location, design and construction of the BRT Route.

(v) Purchaser shall grant County reasonable continuing control of all assets associated with BRT Costs as defined by the FTA Master Agreement and/or BRT grant agreement to ensure that such assets will remain available to be used for their originally authorized purpose throughout their useful life. Should County determine that the assets are not being used by Purchaser or any of its members for such originally intended purpose, the Purchaser may be required to reimburse County amounts equivalent to BRT Costs expended for such assets.

c. The streetlights in each Lot are included in the purchase by Purchaser, such that Purchaser will be responsible for all costs associated with such streetlights.

22. **[Intentionally Omitted]**

23. **Miscellaneous Provisions.**

a. **Force Majeure Delay**. If any party is delayed or prevented from the performance of any act required by this Option other than the payment of any monies required to be made herein, by reason of fire, earthquake, war, flood, riot, strikes, labor

disputes, judicial orders, public emergency or regulations, or other causes beyond the reasonable control of the party obligated to perform, then, provided that the affected party proceeds diligently to minimize the duration of the delay, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay, not to exceed ninety (90) days. The delayed party shall provide the other party with prompt and ongoing notice of the cause of the delay and the measures being taken to address it.

b. **Disclosure**. The County and the Purchaser agree that the Purchaser (or its agents) may provide copies of this Option to any potential lenders, and to any appraisers, title insurance companies and other settlement service providers connected to the transaction contemplated herein.

c. **Dates and Deadlines**. Deadlines expressed as a number of "days" from an event, such as the calculation of the Option Period or the Closing Date, shall be calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. If the deadline falls on a Saturday, Sunday or legal holiday in the State of Wisconsin, then the deadline shall be postponed until the next business day.

d. **Counterparts**. This Option is executed in one or more counterparts, each of which shall constitute one and the same instrument. The parties agree that a signature affixed to any counterpart of this Agreement and delivered by facsimile or email shall be valid, binding and enforceable against such party.

e. **Further Assurance**. Each of the parties hereto hereby agrees to execute and deliver such documents and to take such other actions at any time and from time to time hereafter as may be reasonably requested by the other party hereto to carry out the provisions or purposes of this Option.

f. **Survival**. All provisions herein which by their terms pertain to time periods or events post-Closing, including but not necessarily limited to Sections 8.c., 9.b.(iii), 12, 17, 18, 19, 21, 22 and 23.g, shall survive the Closing.

g. **Prevailing Wage**. Each contractor, subcontractor or agent performing construction of a project on the Land that is owned, operated, or more than 25% occupied by a for-profit entity shall pay its workforce the minimum prevailing wage, expressed as the sum of a minimum hourly base wage rates and minimum hourly fringe benefits as set forth in the Prevailing Wage Rate Determination issued by the Wisconsin Department of Work Force Development for the County (DWD), or a separate prevailing wage determination received by developer through DWD. These labor standards shall be included in each contract and subcontract in connection with development of each applicable project. Purchaser shall maintain records of compliance and require each contractor and subcontractor to maintain and submit to the County certified payrolls for verification purposes.

h. **Memorandum**. Purchaser may, at its sole expense, record a memorandum hereof in the form attached hereto as Exhibit D, which County shall execute upon request of Purchaser.

24. **Provisions Applicable to the Ponds Land, the Watertown Plank Land and the Surplus Land.** Nothwithstanding anything to the contrary in this Option, this Section 24 applies to the Land Outside BHD.

a. County acknowledges that the Phase I Environmental Assessments obtained by Purchaser prior to the Effective Date recommend additional testing on the Ponds Land, the Watertown Plank Land and the Surplus Land which cannot be completed prior to the end of the Option Period. Notwithstanding anything to the contrary herein, Purchaser's Option Period for acquiring the Land Outside BHD shall extend to 5:00 p.m. on March 31, 2021 (the "Extended Option Period"). Purchaser may elect to exercise the Option with respect to the Ponds Lands, the Watertown Plank and the Surplus Land individually or collectively at any time or from time to time during the Extended Option Period. For clarification, Purchaser may elect to exercise the Option with respect to one or more of the Ponds Land, the Watertown Plank Land and the Surplus Land and shall not be required to exercise the Option on all of the foregoing in order to exercise the Option on one of the foregoing. The right of entry set forth in Section 9.f. shall expressly continue with respect to the Land Outside BHD through the Extended Option Period.

b. The Closing or Closings on the Ponds Land, the Watertown Plank Land and the Surplus Land, if any, shall occur within sixty (60) days from the Exercise Date applicable to such parcel or parcels. Notwithstanding the foregoing or anything in this Option to the contrary, even if Purchaser exercises the Option, County will not be obligated to complete the transactions with respect to the Ponds Land and the Watertown Plank Land unless and until Purchaser or an affiliate of Purchaser completes the purchase of the Water Main and Sewer System. If Purchaser or an affiliate of Purchaser (including without limitation MRMC, Inc. and MRMC Water, Inc.) completes the purchase of the Water Main and Sewer System within eighteen months of the date of the initial Closing under this Option, then the County will make reasonable efforts to convey the Ponds Land and Watertown Plank Land in accordance with this Option simultaneously with the closing of the purchase of the Water Main and Sewer System, but in any event not later than 30 days after such closing. If Purchaser or an affiliate of Purchaser (including without limitation MRMC, Inc. and MRMC Water, Inc.) does not complete the purchase of the Water Main and Sewer System within such eighteen month period, or if within such period there is a sale of the Water Main and Sewer System to another party not controlled by Purchaser or an affiliate of Purchaser, then the Option shall expire as to such Lots and there will be no adjustment or refund of any fees or costs with respect to the original inclusion of such Lots in this Option.

c. If Purchaser closes on the Surplus Land, at the Closing, the amount of Seventy Five Thousand and 00/100 Dollars ($75,000.00)(the "Remediation Escrow") shall be withheld from the proceeds delivered to County and used to pay the out of pocket

fees and costs of investigation and/or remediation of any portion of the Land Oustide BHD purchased by the Purchaser. The amounts eligible for reimbursement are limited to the reasonable fees and costs of an independent environmental consultant (the "Consultant"), any filing or other fees to the WDNR, and the costs of third-party contractors in undertaking any necessary or required mitigation or approved remediation, as to all such costs incurred prior to the time of "closure", meaning that the time periods relating to any long term monitoring or cap maintenance will be excluded. Purchaser will, in a commerically reasonable time frame, deliver to County any reports, plans or the like that the Consultant furnishes that are expected to become the basis for a proposed remedial action plan and will give the County a commerically reasonable opportunity to comment on such matters; provided, however, that the final determination of what shall be included in the final remediation plan shall be made in Purchaser's sole discretion. Any escrowed funds remaining after payment of the costs of remediation shall be disbursed to County. Any costs of remediation in excess of the Remediation Escrow shall be borne by Purchaser.

d. At any initial Closing under this Option, whether Purchaser elects not to exercise its Option to acquire the Ponds Land or Purchaser elects to exercise its Option to acquire the Ponds Lands but the closing of the Ponds Lands does not occur at the initial Closing in accordance with Section 24.b.,County shall grant Purchaser a perpetual, exclusive easement over the Ponds Lands for roadway, utility and stormwater purposes; provided that County may propose to use portions of the Ponds Lands for development, subject to consent of the Purchaser which will not be unreasonably withheld, conditioned or delayed taking into account whether such proposed developments will unduly burden or impede the Purchaser's then use of the Ponds Lands or its then proposed plans for use of the Ponds Lands (the "Ponds Easement Agreement"). In such event, (i) Purchaser or MRMC Water shall maintain the Ponds Land pursuant to an agreement between Purchaser and County or between MRMC Water and County which may be separate from or included as part of an agreement between MRMC Water and County related to the maintenance of County Detention Basin #1, North of Watertown Plank Road; and (ii) Purchaser shall not have any obligation or liability with respect to any Hazardous Substances or Hazardous Materials (as such terms are defined in the Leased Parcel Options) present on the Ponds Land prior to the effective date of the easement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, The Purchaser has signed and sealed this Option as of the Effective Date.

MRMC Land Bank, LLC

By: Froedtert Memorial Lutheran Hospital, Inc., its member

By:
Name: Catherine Jackson CEO of Froedtert Health, Inc., sole member of Froedtert Memorial Lutheran Hospital, Inc.

By: The Medical College of Wisconsin, Inc., its member

By:
Its _____

By: Children's Hospital of Wisconsin, Inc., its member

By:
Its _____

IN WITNESS WHEREOF, The Purchaser has signed and sealed this Option as of the Effective Date.

MRMC Land Bank, LLC

By: Froedtert Memorial Lutheran Hospital, Inc., its member

By:
Name: _____ of Froedtert Health, Inc., sole member of Froedtert Memorial Lutheran Hospital

By: The Medical College of Wisconsin, Inc., its member

By: John R Raymond
Its President & CEO

By: Children's Hospital of Wisconsin, Inc., its member

By:
Its _____

IN WITNESS WHEREOF, The Purchaser has signed and sealed this Option as of the Effective Date.

MRMC Land Bank, LLC

By: Froedtert Memorial Lutheran Hospital, Inc., its member

By:
Name: _____ of Froedtert Health, Inc., sole member of Froedtert Memorial Lutheran Hospital

By: The Medical College of Wisconsin, Inc., its member

By:
Its _____

By: Children's Hospital of Wisconsin, Inc., its member

By: _____
Its Chief Financial Officer

List of Exhibits

Exhibit A–1	The BHD Campus Land
Exhibit A–2	The Ponds Land
Exhibit A–3	The Watertown Plank Land
Exhibit B	Water Main and Sewer System
Exhibit C	Insurance Requirements
Exhibit D	Memorandum of Option Agreement
Exhibit E	Certification
Exhibit F	Lot 3 Lease
Exhibit G	Access Easements Agreement

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Milwaukee County, has caused this Option to be duly executed in its name and on its behalf.

Milwaukee County

By: _____
Chris Abele, County Executive

Date: 1/22/2020

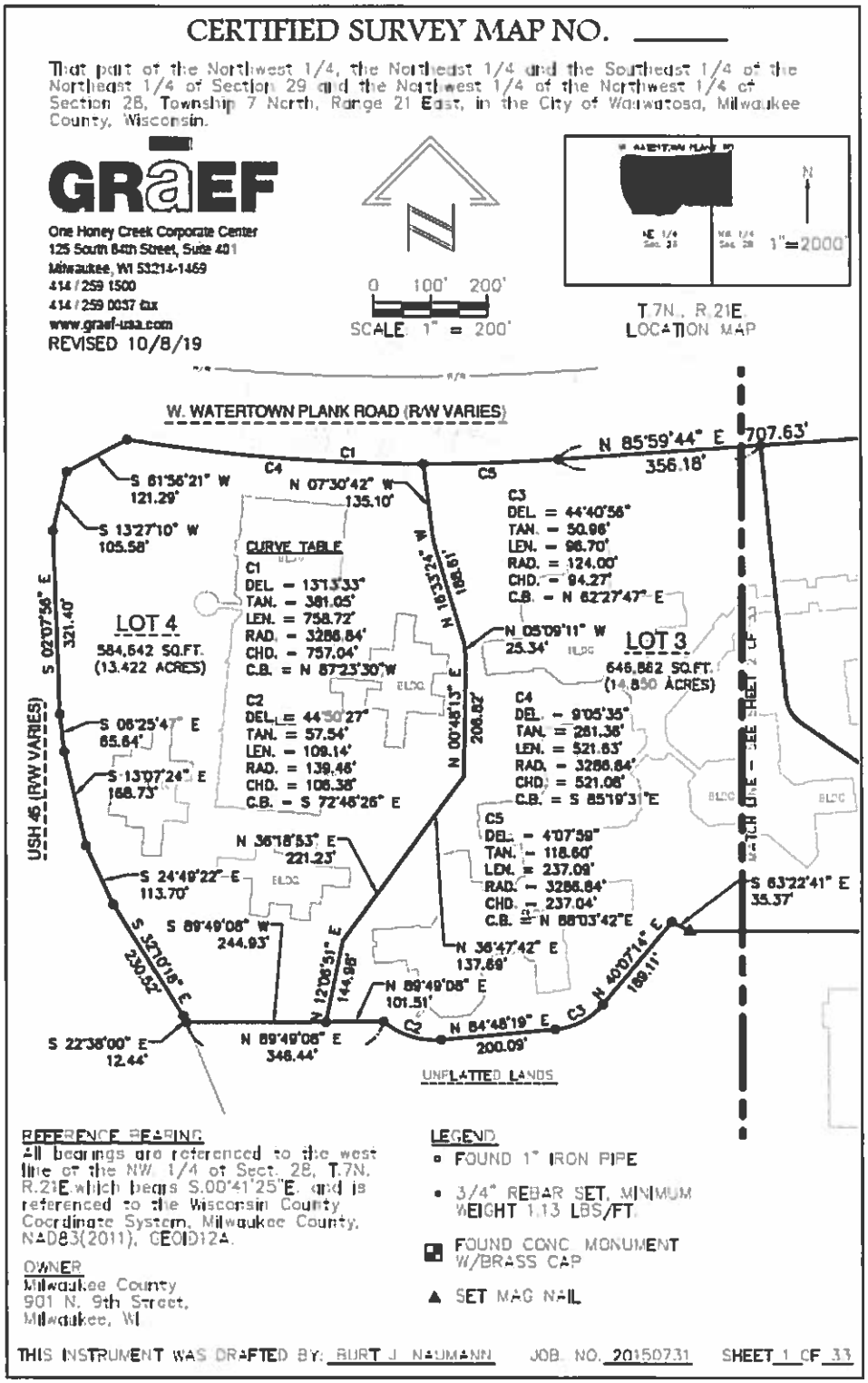
Approved as to form: _____
David Farwell, Corporation Counsel

Approved as to availability of funds: _____
Scott Manske, County Comptroller

Certified pursuant to Wis. Stats. § 59.17(2)(b)3 on the 22 day of January, 2020. Certification is attached as Exhibit E.

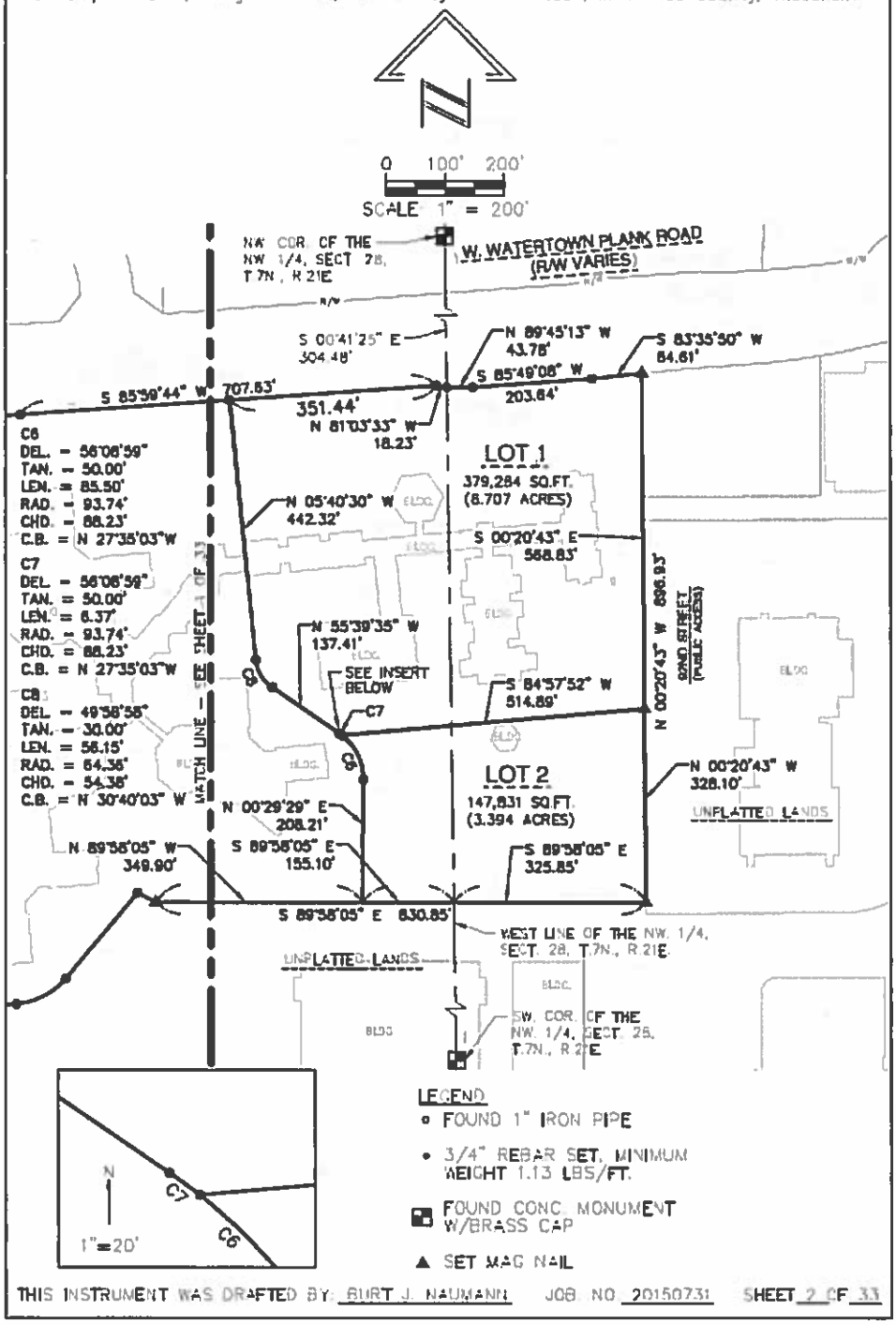
Exhibit A–1 to Option Agreement

The BHD CSM



CERTIFIED SURVEY MAP NO. _____

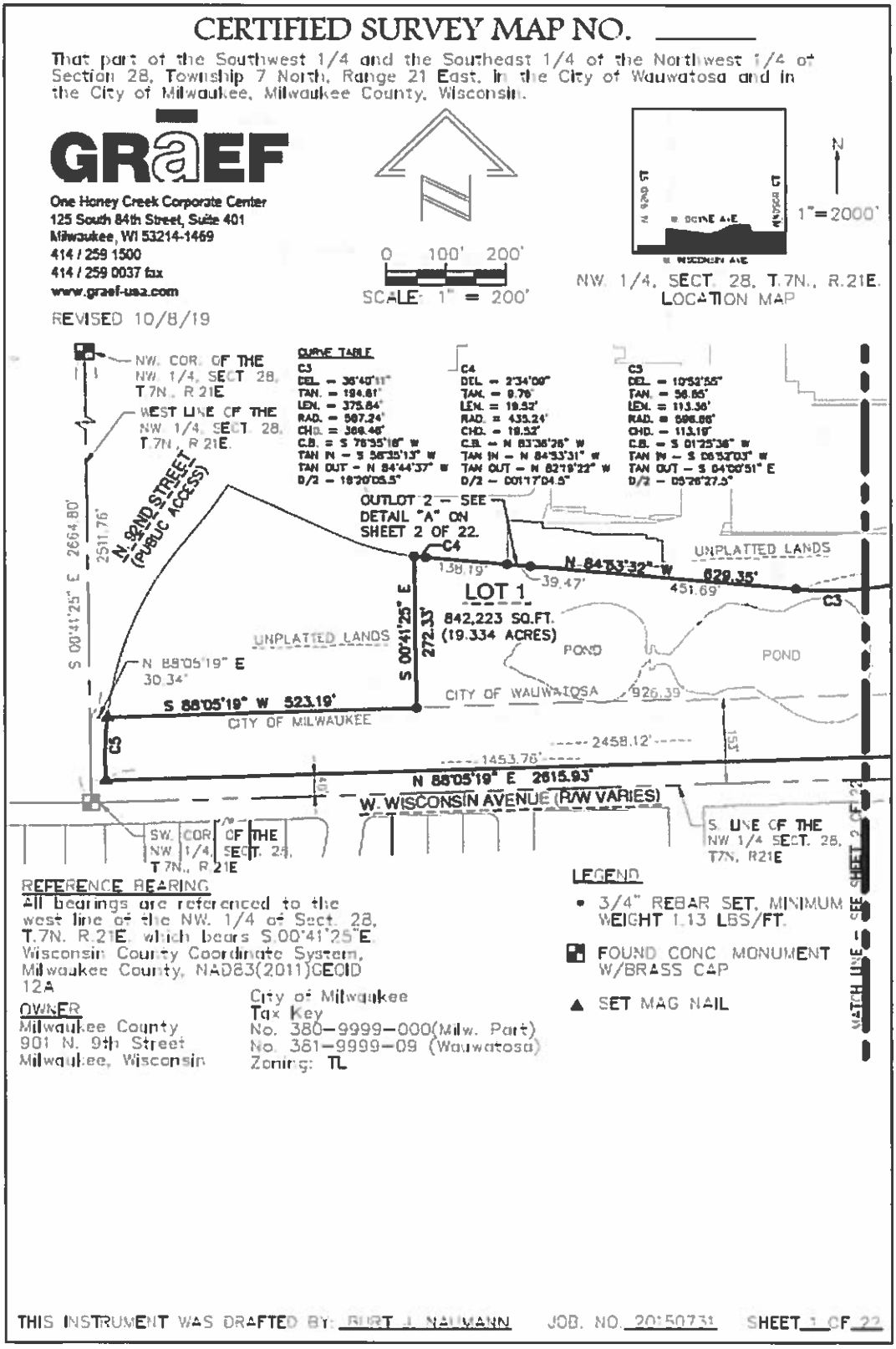
That part of the Northwest 1/4, the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 29 and the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.



THIS INSTRUMENT WAS DRAFTED BY: BURT J. NAUMANN JOB NO. 20150731 SHEET 2 OF 33

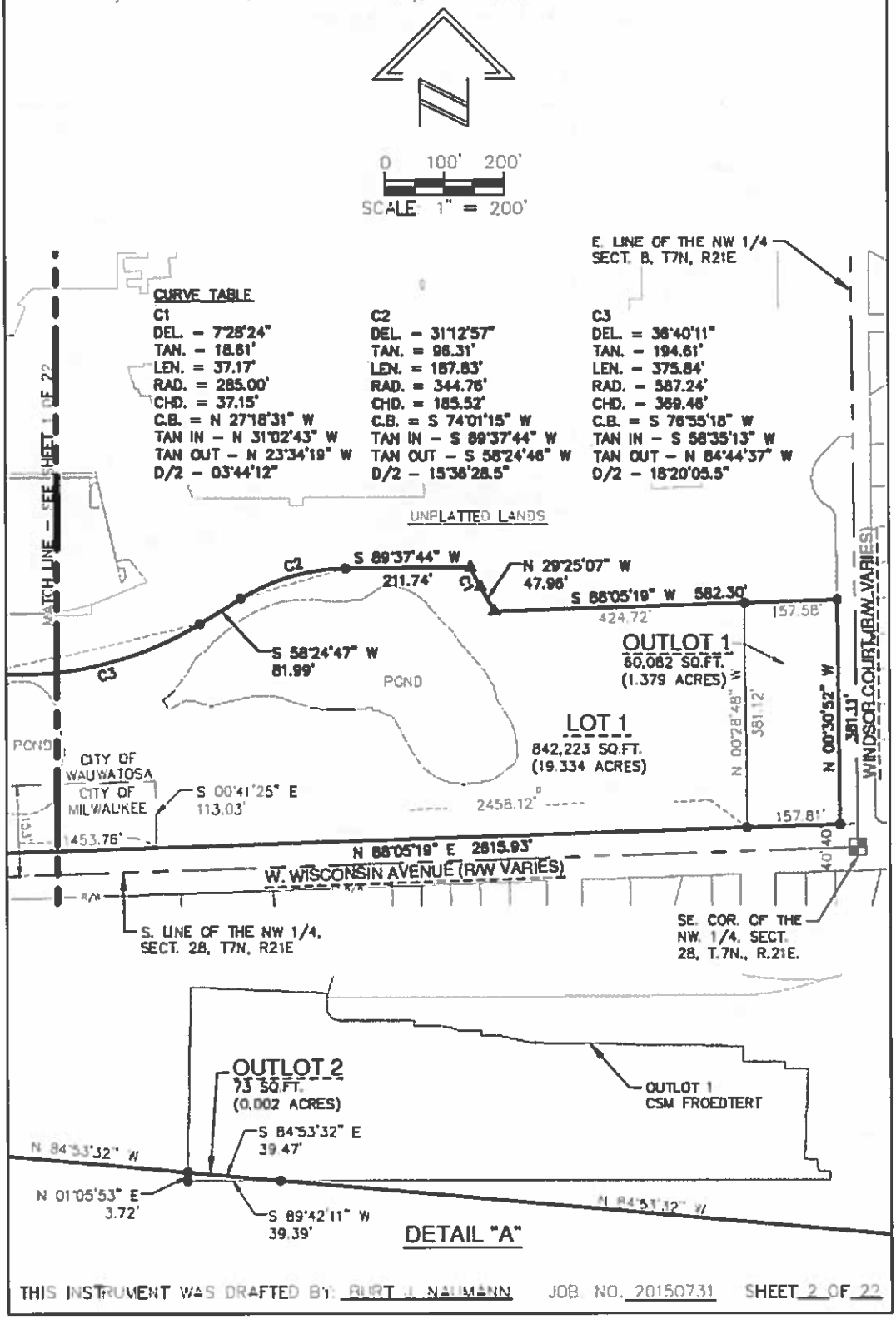
Exhibit A–2 to Option Agreement

The Ponds CSM



CERTIFIED SURVEY MAP NO. _____

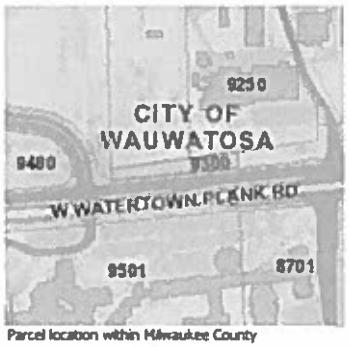
That part of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 7 North, Range 21 East, in the City of Wauwatosa and in the City of Milwaukee, Milwaukee County, Wisconsin.



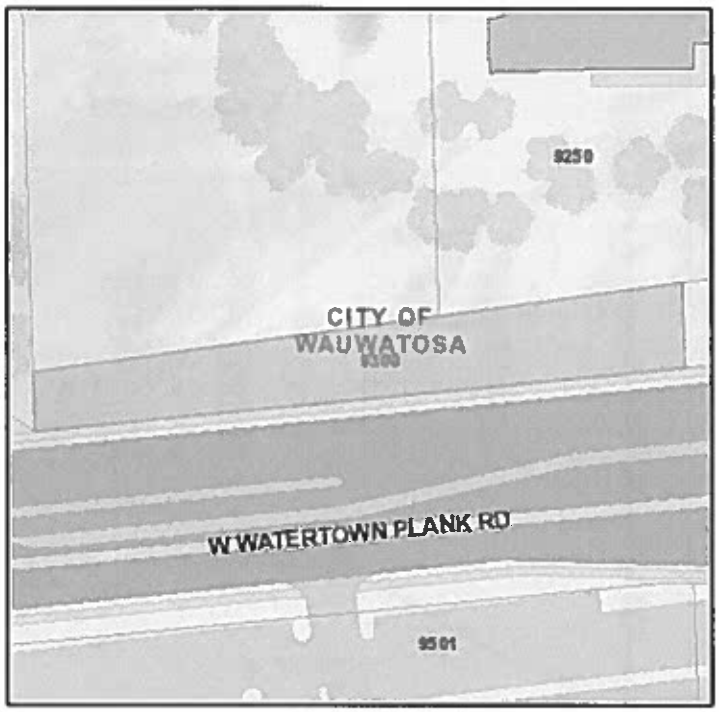
THIS INSTRUMENT WAS DRAFTED BY BURT J. NAUMANN JOB NO. 20150731 SHEET 2 OF 22

Exhibit A–3.1 to Option Agreement

The Watertown Plank Land



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY:	3809999007
Record Date:	12/31/2018
Owner(s):	MILW COUNTY

Address:	9300 WATERTOWN PLANK RD	**Assessed Value:**	$0
Municipality:	Wauwatosa	**Land Value:**	$0
Acres:	0.87	**Improvement Value:**	$0

Parcel Description: COUNTY

Zoning Description: Institutional

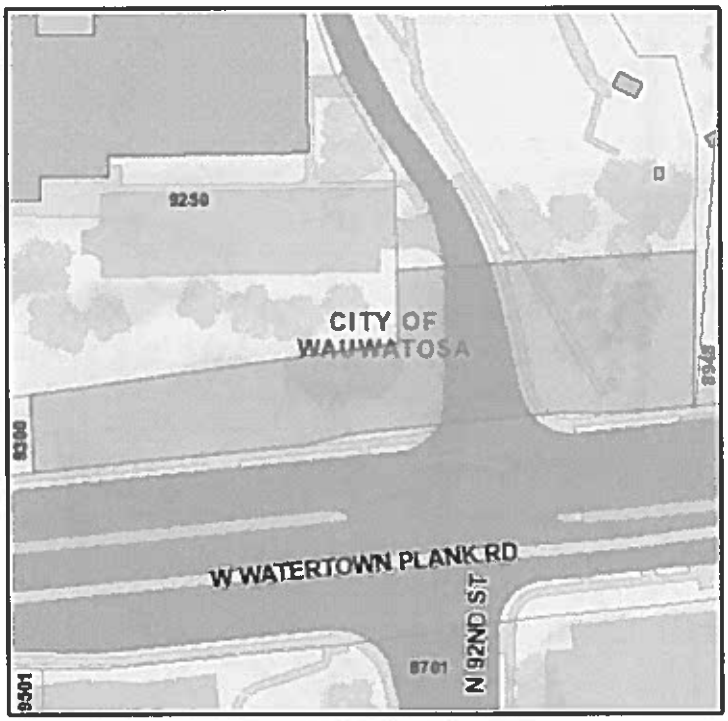
Legal Description: LANDS IN NE 1/4 SEC 29-7-21 DESC AS THOSE LANDS LYING N OF S LI OF WATERTOWN PLANK RD EXC PT FOR ST & EXC PT DESC IN DOC NO 7390971 & EXC CSM 8330 & EXC PT TAKEN FOR ROW
2014

School District: WAUWATOSA SCHOOL DISTRICT

Exhibit A–3.2 to Option Agreement

The Watertown Plank Land

Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 3819999020

Record Date: 12/31/2018

Owner(s): MILW COUNTY XWAY

Address:

Municipality: Wauwatosa

Acres: 1.25

Assessed Value: $0

Land Value: $0

Improvement Value: $0

Parcel Description: COUNTY

Zoning Description: Institutional

Legal Description: LANDS IN NW 1/4 SEC 28-7-21 DESC AS THOSE LANDS LYING N OF S LI OF WATERTOWN PLANK RD EXC PT FOR ST, EXC PT DESC IN DOC NO 7390971, EXC CSM'S 6548 & 8503, EXC PT TAKEN FOR ROW
2014

School District: WAUWATOSA SCHOOL DISTRICT

Exhibit A–3.3 to Option Agreement

The Watertown Plank Land

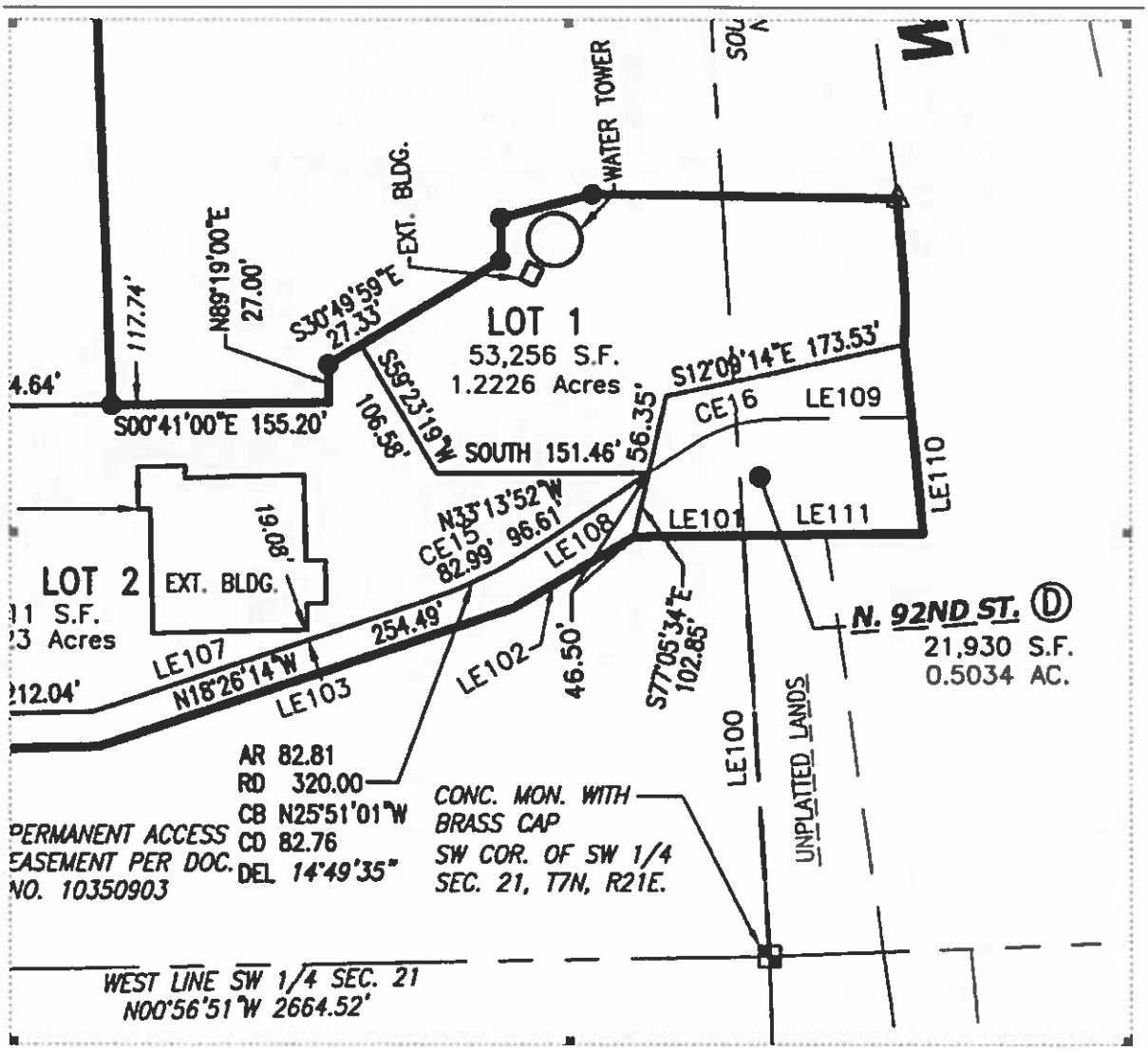


Exhibit A–4 to Option Agreement

The Surplus Land

A tract of land in the City of Wauwatosa, Milwaukee County, State of Wisconsin, in the Northeast 1/4 of Section 29, Town 7 North, Range 21 East, described as follows: Commence at the Southeast corner of said Northeast 1/4; run thence S 89°55'50" W 987.91 feet along the south line of said Northeast 1/4; thence N 00°04'10" W 65.00 feet to the point of beginning; thence S 89°55'50" W 204.80 feet; thence N 03°07'58" E 302.63 feet; thence N 04°38'58" W 508.94 feet; thence S 22°37'58" E 445.70 feet; thence S 01°14'18" W 327.97 feet; thence S 42°56'54" E 95.53 feet to the point of beginning

Exhibit B to Option Agreement

The "Water Main and Sewer system," which is not part of the Property and is not subject to this Option Agreement, is defined to include: (1) all water system improvements located on the Campus and on the Watertown Plank Land including water laterals extending up to an including the meters located within the building served by such lateral; (2) all sanitary system improvements located on the Campus and on the Watertown Plank Land including laterals extending to within five (5) feet of the exterior face of the building served; and (3) all storm water system improvements located on the Campus and on the Watertown Plank Land including storm water laterals extending to within five (5) feet of the exterior face of the building served by such lateral. Notwithstanding the foregoing, the Water Main and Sewer system expressly includes the two ground-level reservoirs, the booster station and the control station, the elevated water tower near US Hwy 45 and the elevated water tower located on the Watertown Plank Land (the "East Water Tower"), and the facilities at the base of the East Water Tower, including without limitation the electrical equipment shed that is associated with cell tower assets located on the East Water Tower and electrical equipment servicing the East Water Tower.

Exhibit C to Option Agreement

Insurance Requirements -Right of Entry

A Certificate of Insurance, naming Milwaukee County as an additional insured, must be sent for inspection and approval prior to commencement of the proposed activity to Economic Development Director, Milwaukee County by email to aaron.hertzberg@milwaukeecountywi.gov, evidencing the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	$100,000/500,000/100,000
Commercial or Comprehensive General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	$1,000,000 Per Occurrence $1,000,000 General Aggregate
Professional Liability	$1,000,000 Per Occurrence $1,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage	$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A-" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the issuance of a right of entry permit.

The insurance requirements are subject to periodic review and reasonable adjustment by the County Risk Manager.

Indemnification

To the fullest extent permitted by law, contractor agrees to defend, indemnify and hold harmless Milwaukee County, its officers, agents and employees from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever which may come against the County on account of injury or death of any person or persons or damage to any property occurring directly or indirectly from the performance or lack of performance of work hereunder, or negligence or carelessness, by contractor of its employees, agents or servants, in the performance of such work, including, without limitation, claims related to Hazardous Substances or environmental liability. The term "Hazardous Substances" shall include all substances identified as hazardous by Federal, State, County or Municipal Law, Statute, Ordinance, Order or Regulation related to the protection of the environment, including, without limitation, any regulations promulgated by the Federal Environmental Protection Agency or the Wisconsin Department of Natural Resources. The indemnifications contained herein shall survive the completion of the work.

Exhibit D to Option Agreement

Memorandum of Option

DOCUMENT NO.	MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") entered into as of the ____ day of _____, 2020, by and between Milwaukee County, a Wisconsin municipal corporation ("Grantor") and MRMC Land Bank, LLC, a Wisconsin limited liability company ("Grantee").

WITNESSETH:

THIS SPACE RESERVED FOR RECORDING DATA
NAME AND RETURN ADDRESS

Kristin K. Langhoff
Reinhart Boerner Van Deuren, s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

See attached Exhibit A
PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, Grantor and Grantee entered into an Option Agreement made as of _____, 2020 ("Option") whereby Grantor granted to Grantee certain rights for the term set forth below (and upon such other terms and conditions as are stated in the Option) with respect to certain real estate situated in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, more particularly described on the attached **Exhibit A** ("Property").

WHEREAS, Grantor and Grantee wish to place notice of the Option on record by recording this Memorandum.

NOW, THEREFORE, Grantor and Grantee hereby execute this Memorandum for the purpose of evidencing Grantee's interest in the Property, upon the terms, covenants and conditions contained in the Option, for a term extending through _____.

This Memorandum is made and executed and is to be recorded in the office of the Register of Deeds in and for Milwaukee County, Wisconsin, for the purpose of giving notice of the Option and the rights of the parties thereunder.

This Memorandum is subject in each and every respect to the terms, covenants and conditions contained in the Option and is executed by Grantor and Grantee with the understanding and agreement that nothing contained herein shall in any manner alter, modify or vary the terms, covenants or conditions of the Option.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum as of the day, month and year first above written.

[Signatures on next pages]

GRANTOR:

MILWAUKEE COUNTY

By:_____

_____,
Economic Development Director

Date _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this _____ day of _____, 20__, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the Economic Development Director of Milwaukee County, a Corporation, and that he, as such officer of said Corporation, being authorized so to do, executed the foregoing Option for the purposes therein contained for and on behalf of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public
Milwaukee County, WI
My Commission _____

GRANTEE:

MRMC Land Bank, LLC

By: Froedtert Memorial Lutheran Hospital, Inc., its member

By:
Name: _____ of Froedtert Health, Inc., sole member of Froedtert Memorial Lutheran Hospital

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, _____, to me known to be the _____ of Froedtert Health, Inc., sole member of Froedtert Memorial Lutheran Hospital, Inc., member of MRMC Land Bank, LLC, a Wisconsin limited liability company and the person who executed the foregoing Option on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

_____
Notary Public
_____County,

My Commission _____

MRMC Land Bank, LLC

By: The Medical College of Wisconsin, Inc., its member

By:
Its _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, _____, to me known to be the _____ of The Medical College of Wisconsin, Inc., member of MRMC Land Bank, LLC, a Wisconsin limited liability company and the person who executed the foregoing Option on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

_____
Notary Public
_____County,

My Commission _____

MRMC Land Bank, LLC

By: Children's Hospital of Wisconsin, Inc.,
its member

By:
Its _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, _____, to me known to be the _____ of Children's Hospital of Wisconsin, Inc., member of MRMC Land Bank, LLC, a Wisconsin limited liability company and the person who executed the foregoing Option on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

_____
Notary Public
_____County,

My Commission _____

This instrument was drafted by:

Kristin K. Langhoff, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

Exhibit A to Memorandum of Option

Description of Property

Lot 1 of Certified Survey Map No. ____, recorded _____, 20__ as Document No. _____, being that part of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 28,
Township 7 North, Range 21 East, in the City of Wauwatosa and the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Part of Tax Key No: 381-9999-22 (Wauwatosa)
Part of Tax Key No: 380-9999-4 (City of Milwaukee)

Lots 1, 2, 3 and 4 of Certified Survey Map No. ____, recorded _____, 20__ as Document No. _____, being that part of the Northwest 1/4, the Northeast 1/4 and the Southeast 1/4 of the Northeast
1/4 of Section 29 and the Northwest 1/4 of the Northwest 1/4 of Section 28 in the Township 7 North,
Range 21 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin.
Part of Tax Key No's: 381-9999-22 and 380-9999-09

All that part of the Southwest 1/4 of Section 21, the Northwest 1/4 of Section 28 and the Northeast 1/4 of Section 29, all in Township 7 North, Range 21 East in the City of Wauwatosa, County of Milwaukee, State of Wisconsin designated as Tax Key Nos. 372-9999-17, 381-9999-20 and 380-9999-07

A tract of land in the City of Wauwatosa, Milwaukee County, State of Wisconsin, in the Northeast 1/4 of Section 29, Town 7 North, Range 21 East, described as follows: Commence at the Southeast corner of said Northeast 1/4; run thence S 89°55'50" W 987.91 feet along the south line of said Northeast 1/4; thence N 00°04'10" W 65.00 feet to the point of beginning; thence S 89°55'50" W 204.80 feet; thence N 03°07'58" E 302.63 feet; thence N 04°38'58" W 508.94 feet; thence S 22°37'58" E 445.70 feet; thence S 01°14'18" W 327.97 feet; thence S 42°56'54" E 95.53 feet to the point of beginning

Exhibit E to Option Agreement

Certification Approving
Option Agreement Relating to
9201-9501 Watertown Plank Road and Certain Other Surrounding
Land located in Wauwatosa, WI

The undersigned certify that each has reviewed the terms and conditions of the attached Option Agreement (Land Bank) for 9201-9501 Watertown Plank Road, Wauwatosa, WI and certain other surrounding land and hereby certifies, pursuant to Wis. Stats. § 59.17(2)(b)(3) that the sale of the Property (as defined in the Option Agreement) to be conveyed pursuant to the Option Agreement is in the best interests of Milwaukee County.

The Department of Administrative Services of Milwaukee County is hereby authorized to commence all actions necessary to complete the sale of 9201-9501 Watertown Plank Road, Wauwatosa, Wisconsin to MRMC Land Bank, LLC or its permitted assigns as soon as practicable, in accordance with the Option Agreement attached hereto.

Dated this _____ day of _____, 2020.

Pursuant to Wis. Stats. § 59.17(2)(b)(3) this certification is valid if signed by two of the following:

1. Chris Abele, Milwaukee County Executive
2. Scott Manske, Milwaukee County Comptroller.
3. An individual who is a resident of the City of Milwaukee and an individual who is a resident of the City of Wauwatosa, each of which has been appointed by the Milwaukee County Intergovernmental Cooperation Council (ICC), an executive council, as defined in Wis. Stats. § 59.794(1)(d).

CERTIFICATION Approving Option Agreement Relating to
9201-9501 Watertown Plank Road and Certain Other Surrounding
Land located in Wauwatosa, WI

Chris Abele, Milwaukee County Executive

Date: 1/22/2020

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this 22nd day of January, 2020, before me, the undersigned officer, personally appeared Chris Abele who acknowledged himself to be the County Executive of Milwaukee County, a Corporation, and that he, as such officer of said Corporation, being authorized so to do, executed the foregoing Option Agreement and this Certification Approving the Option Agreement for the purposes therein contained for and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

* Adam R. Stehly
Notary Public
Milwaukee County, WI
My Commission expires May 18, 2023

ADAM R. STEHLY
Notary Public
State of Wisconsin

CERTIFICATION Approving Option Agreement Relating to
9201-9501 Watertown Plank Road and Certain Other Surrounding
Land located in Wauwatosa, WI

_____

Scott Manske, Milwaukee County Comptroller

Date: January 30, 2020

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this 30 day of January, 2020, before me, the undersigned officer, personally appeared Scott Manske who acknowledged himself to be the Comptroller of Milwaukee County, a Corporation, and that he, as such officer of said Corporation, being authorized so to do, executed the foregoing Option Agreement and this Certification Approving the Option Agreement for the purposes therein contained for and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

RACHEL B. PRESTON ★ NOTARY PUBLIC ★ STATE OF WISCONSIN

_____
* Rachel S Preston
Notary Public
Milwaukee County, WI
My Commission 8/22/2020

CERTIFICATION Approving Option Agreement Relating to
9201-9501 Watertown Plank Road and Certain Other Surrounding
Land located in Wauwatosa, WI

_____

SUSAN K. EICK, ICC Representative for the City of Wauwatosa

Date: 1-17-2020

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this 17th day of January, 2020, before me, the undersigned officer, personally appeared Susan K. Eick who acknowledged him/herself to be the Appointed Milwaukee County Intergovernmental Cooperation Council (ICC) Representative for the City of Wauwatosa, and that he/she, being authorized so to do, authorized the foregoing Option Agreement and this Certification Approving the Option Agreement for the purposes therein contained for and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

ADAM R. STEHLY
Notary Public
State of Wisconsin

_____
* Adam R. Stehly
Notary Public
Milwaukee County, WI
My Commission expires May 18, 2023

CERTIFICATION Approving Option Agreement Relating to
9201-9501 Watertown Plank Road and Certain Other Surrounding
Land located in Wauwatosa, WI

David P. Misky, ICC Representative for the City of Milwaukee

Date: January 17, 2020

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this 17th day of January, 2020, before me, the undersigned officer, personally appeared David P. Misky who acknowledged him/herself to be the Appointed Milwaukee County Intergovernmental Cooperation Council (ICC) Representative for the City of Milwaukee, and that he/she, being authorized so to do, authorized the foregoing Option Agreement and this Certification Approving the Option Agreement for the purposes therein contained for and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Rhonda G. Szallai
* Rhonda G. Szallai
Notary Public
Milwaukee County, WI
My Commission 9/25/2020

RHONDA G. SZALLAI
NOTARY PUBLIC
STATE OF WISCONSIN

Exhibit F to Option Agreement

Lot 3 Lease

GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Lease"), is made and entered into as of the _____ day of _____, 20__ (the "Effective Date"), by and between _____, a Wisconsin non-stock corporation ("Lessor") and Milwaukee County, a Wisconsin body corporate ("Lessee").

W I T N E S E T H:

WHEREAS, Lessee, as seller, and Lessor, as purchaser, are parties to that certain Option Agreement dated _____ the ("Purchase Agreement") pursuant to which Lessee agreed to sell and Lessor agreed to purchase the land located at 9455 Watertown Plank Road, Milwaukee, Wisconsin, and legally described in Exhibit A attached hereto (the "Land");

WHEREAS, Lessee, as seller, and MRMC Water, Inc., ("MRMC Water") as purchaser, are parties to that certain _____ Agreement dated _____ the ("Utility Purchase Agreement") pursuant to which Lessee agreed to sell and MRMC Water agreed to purchase the improvements referred to herein as the "Water Main and Sewer System";

WHEREAS, upon sale of the Land to Lessor, Lessee will continue to own the buildings and certain other improvements located on the Land referred to herein as the "Existing Improvements"; and

WHEREAS, this Lease reflects the agreements between Lessor and Lessee regarding the lease of the Land.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinbefore and hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Lessor and Lessee hereby agree as follows:

1. Definitions. Capitalized terms used in this Lease shall have the meanings ascribed to them in the body of this Lease and/or in this Paragraph 1.

A. "Applicable Laws" shall mean all federal, state, county and municipal laws and ordinances, and all rules, regulations and orders of any duly constituted authority, present or future.

B. "BHD" or "Behavioral Health Division" shall mean the Milwaukee County DHHS Behavioral Health Division Acute Inpatient Hospital facility.

C. "Bylaws" shall mean the Amended and Restated Bylaws of Milwaukee Regional Medical Center, Inc., as amended.

D. "Commencement Date" is the date upon which Lessee conveys title to the Land to Lessor, which date shall be confirmed in the Memorandum of Lease (as defined in Section 23).

E. "Day Hospital Building" shall mean the building located on Lot 1.

F. "Declaration" shall mean the Declaration of Restrictions for Milwaukee Regional Medical Center dated _____, as amended.

G. "Existing Improvements" shall mean the buildings and improvements located on the Land as of the date of this Lease and shall expressly not include the Water Main and Sewer System.

H. "Extension Term" is defined in Section 3 of this Lease.

I. "Improvements" shall mean the Existing Improvements and any new buildings and improvements constructed, whether in addition to the Existing Improvements or in replacement of any of the Existing Improvements demolished by Lessee.

J. "Initial Term" shall mean a period of ten (10) years beginning on the Commencement Date.

K. "Lot 1" shall mean the land abutting the Premises on the east and legally described as Lot 1 of Certified Survey Map _____ recorded in the Office of the Register of Deeds of Milwaukee County as Document Number _____.

L. "Lease" means this Ground Lease Agreement by and between Lessor and Lessee.

M. "Lease Year" shall mean a period of twelve (12) full and consecutive calendar months. The initial Lese Year shall begin on the Commencement Date and end on the last day of the month preceding the first anniversary of the Commencement Date.

N. "Lessee's Address" is _____.

O. "Lessor's Address" is _____.

P. "MRMC" means the Milwaukee Regional Medical Center, Inc.

Q. "Premises" shall mean the Land, together with all rights, privileges and easements appurtenant thereto.

R. "Rent" is defined in Section 4 of this Lease.

S. "Taxes" shall mean and include any tax, assessment, fire inspection fee, or charge of any kind now or hereafter levied, assessed or imposed upon or against the Land and/or Improvements, or the operation thereof or any tax, assessment or charge in lieu of and/or in addition to all or any portion of the foregoing, including but not limited to any tax, assessment or charge upon rents or upon gross receipts or other income of Lessor derived by Lessor from the Premises, which is imposed in lieu of property taxes. Taxes shall not include any state and/or federal income and/or franchise tax imposed on Lessor's income from the Premises.

T. "Term" shall mean the Initial Term plus each Extension Term unless Lessee elects to not extend the term pursuant to Section 3.B.

2. Grant; As-Is

A. Grant. Lessor does hereby lease, let and demise unto Lessee, and Lessee does hereby lease from Lessor, the Premises on the terms and conditions set forth herein.

B. As-Is. The Premises is being delivered to Lessee, and Lessee is leasing the Premises, in its "AS-IS" condition with all faults. Lessor did not construct the Premises and has never occupied the Premises. Neither Lessor, nor any principal, agent, attorney, employee, or other representative of Lessor has made any representation or warranty of any kind whatsoever, either express or implied, with respect to the Premises or any matter related thereto. Lessee is the former owner of the Premises, has continually occupied the Premises since its construction, and is thoroughly familiar with the condition of the Premises. Lessee is not relying on any warranty, representation, or covenant, express or implied, with respect to the condition of the Premises. In particular, but without limitation, Lessor makes no representations or warranties with respect to the compliance of the Premises with Applicable Laws.

C. Demolition and Restoration Work. Lessee acknowledges that Lessor, or an affiliate of Lessor, as owner of Lot 1 (the "Lot 1 Owner"), intends to demolish the Day Hospital Building and other improvements located on Lot 1 (the "Lot 1 Demolition Work") and that the Day Hospital Building and other improvements located on Lot 1 are physically connected to the Existing Improvements in a manner such that the Lot 1 Demolition Work cannot be accomplished without modifications to the Existing Improvements. Lot 1 Owner, at its sole cost and expense, shall have the right to undertake such modifications to the Existing Improvements as necessary to complete the Lot 1 Demolition Work, all in accordance with the scope of work attached hereto as Exhibit C (the "Demolition and Restoration Work").

D. Access. Lot 1 Owner and its authorized agents and representatives may enter the Premises at all times while undertaking the Demolition and Restoration Work provided that prior to the commencement of the Demolition and Restoration Work Lot 1 Owner shall enter into a Right of Entry Agreement in the form attached hereto as Exhibit D (the "Access Agreement").

3. Term; Extension Options; Termination.

A. Initial Term. This Lease shall continue for the Initial Term, unless terminated sooner in accordance with the terms herein.

B. Extension Term. Provided that Lessee is not then in default under this Lease, beyond any applicable cure period, upon expiration of the Initial Term, Lessee shall have the continual right to extend the Term of this Lease for successive periods of five (5) years each (each five year period an "Extension Term") by delivery of written notice given by Lessee to Lessor at least six (6) months prior to the expiration date of the Initial Term or any expiring Extentsion Term; provided, however, that if Lessee has not timely delivered a renewal notice, then the Lessor will deliver a written notice to Lessee seeking confirmation of Lessee's intent to extend or not, and making reference to this section of the Lease, and Lessee may still extend the Term of

the Lease by delivering a notice of extension of the Term of the Lease by delivering a written notice to Lessor within thirty (30) days after receipt of the written notice from Lessor; if Lessee does not deliver such notice within such second time period then the right to extend the Term of the Lease will expire. This Lease shall continue in full force and effect during each current Extension Term pursuant to all of the terms and conditions set forth herein and unless otherwise terminated as provided herein.

C. Termination by Lessee. Subject to Section 16, Lessee may terminate this Lease at any time upon six (6) months written notice to Lessor.

D. Termination by Lessor. If prior to the end of the Term, as may be extended pursuant to Section 3.B, Lessee vacates the Improvements or ceases operation of BHD therein, Lessor may terminate this Lease, provided however, that in event of such termination, title to the Improvements shall transfer to Lessor and, notwithstanding Section 16.B, Lessee shall have the right but not the obligation to demolish the Improvements.

4. Rent; Utilities; Maintenance and Repair.

A. Rent. Lessee hereby covenants and agrees, as of the Effective Date, to pay to Lessor at Lessor's Address, or at such other place as Lessor may from time to time designate, without prior demand, one dollar ($1.00) per year ("Rent") in advance on the first day of each Lease Year; provided, however, that commencing with the first year of the first Extension Term and for each year thereafter, if Lessee or anyone occupying the Premises with the approval of Lessee is conducting any type of operations at the Premises, then the Rent shall increase to Fair Market Value (as hereafter defined) for such period of time that such operations continue. "Fair Market Value" shall mean the amount of rent that would be payable under long term ground leases for an equivalently sized parcel of land at an equivalent location, as determined by a qualified commercial real estate appraiser familiar with the Southeast Wisconsin market. If Lessee provides Lessor with a timely notice to extend the Term, Lessor and Lessee shall promptly negotiate in good faith to determine a mutually acceptable Fair Market Value and shall exchange written proposals and comparables supporting such proposals. If the parties mutually agree upon a Fair Market Value, such agreed rate shall be the Rent applicable during the Extension Term. If the parties have not agreed within 60 days after Lessee giving notice to extend the Term, then within ten (10) days following the end of such 60-day period each party shall designate by written notice to the other party one qualified commercial real estate appraiser ("Appraiser(s)"). The two Appraisers so designated shall together determine whether the Lessor's determination of the Fair Market Value or Lessee's determination of the Fair Market Value is closest to the Fair Market Value for the Premises. Lessor and Lessee shall each require the Appraisers to make such determination and report it in writing to Lessor and Lessee within twenty (20) days after such selection, and each party shall use its best efforts to secure such determination within such time period. If the two selected Appraisers agree as to which rate is closest, the rate agreed to shall be deemed the Rent. If the two selected Appraisers fail to agree pursuant to this procedure, they shall together immediately select a third Appraiser who shall then (within ten (10) days of the Appraisers' selection) determine which rate is closest to the Fair Market Value as determined by the third Appraiser. The third Appraiser shall notify Lessor and Lessee of its determination and the rental rate selected shall be the Rent. Each party will pay the fee of the Appraiser selected by it and one-half of the fee of the third Appraiser.

B. Net Lease. This is an absolutely net lease to the Lessor. It is the intent of the parties hereto that the Rent payable under this Lease shall be an absolutely net return to Lessor. Lessee shall pay directly any and all costs and expenses relating to the operation, repair, maintenance and replacement of the Premises including, without limitation, all maintenance, upkeep, cleaning, repairs and replacements of all Improvements, all Taxes, all assessments and other charges against the Premises or the Lessor(to the extent related to the Premises) pursuant to the Declaration and Bylaws, all insurance costs described in Section 7 below, any and all charges for utilities and related services rendered or furnished to the Premises, and all charges and deposits related thereto, and all costs and expenses of snow and ice removal from the Premises. Lessee shall pay all expenses directly and shall provide Lessor with proof of payment thereof upon.

C. Utilities. Lessor shall not be obligated to provide any electric, chilled water, steam, water, sanitary, storm sewer or any other services to the Premises. Notwithstanding the foregoing, provided that Lessee consummates the sale of the Water Main and Sewer System to MRMC Water, Lessor will exercise reasonable best efforts to cause MRMC Water to provide water, sanitary and storm sewer service to the Premises at the same rate MRMC Water charges its other customers. Lessor does not warrant that any of the utility services (including those provided by MRMC Water) to the Premises will be free from interruptions. Any interruption of service shall not be deemed an eviction (actual or constructive) or a disturbance of Lessee's use and possession of the Premises or any part thereof and shall not render Lessor liable to Lessee for damages nor relieve Lessee from performance of Lessee's obligations under this Lease. Notwithstanding anything to the contrary herein, if Lessor undertakes development on the property abutting the Premises to the east or to the west, Lessor shall ensure at its own cost that such redevelopment is done in such a manner that the Premises continue to have access to 92nd Street and to all utilities, and Lessor shall be responsibe for the cost of physical disconnection of the utility services presently servicing the Premises.

D. Maintenance and Repair. Lessor shall have absolutely no responsibility to operate, repair, maintain or replace any portion of the Premises at any time. Lessee covenants and agrees it will keep the Improvements and the Premises in good, clean, safe, secure and sanitary condition and to that end Lessee shall perform whatever maintenance and repairs as may be necessary to comply with all statutes, laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Improvements and Premises. Lessee shall also at all times keep the Premises and Improvements and all appurtenances thereto and all sidewalks, steps and excavations under sidewalks on the Premises in a proper state of maintenance and repair in a good, clean, safe, secure and sanitary condition. Lessee shall conform to all municipal ordinances and laws affecting the Premises and Improvements and will save the Lessor free and harmless from any penalty, damages or other charges imposed for any violation of any of said ordinances and laws, whether occasioned by the neglect of Lessee or any agent in the employ of Lessee or any person contracting with Lessee. Lessee shall provide adequate and appropriate containers which are not unsightly for the temporary storage of trash and garbage. Lessee shall not permit any unattractive and unsanitary accumulation of trash, debris or litter on the Premises. Piling of boxes, cartons, drums, cans or other similar items in an unsightly or unsafe manner on or about the Premises is strictly prohibited. Lessee at its own cost and expense shall keep all grass, shrubbery and trees on the Premises adequately cut and trimmed. Lessee shall at Lessee's cost undertake such repairs and replacements to the Premises and Improvements as may be necessary

to comply with the requirements and conditions of State of Wisconsin Department of Health Services Variance 11721-19188 as applicable to the Premises and Improvements.

5. Use. The Premises may be used for BHD (which may include all uses existing at BHD as of the effective date of the Purchase Agreement, and changes in mental health treatments implemented by Lessee will not be considered a change in the existing use) and for no other purpose without the prior written consent of Lessor. In the use of the Premises, Lessee shall fully comply with all applicable statutes, orders, regulations, ordinances and requirements of law, including those of the Federal Government, the State of Wisconsin, and any county, municipal or other public authority with jurisdiction over the Premises, and shall fully comply with any direction of any public officer or officers made pursuant to law, including all applicable rules, orders, regulations and requirements of the local Board of Fire underwriters and the fire and health departments of the City of Wauwatosa and other similar body which shall lawfully impose any duty upon Lessor or Lessee with respect to the Premises, including without limitation the requirements and conditions of State of Wisconsin Department of Health Services Variance 11721-19188 as applicable to the Premises and Improvements. Nothing contained herein shall prevent Lessee from protesting the validity or legality of any of the above statutes, orders, regulations, ordinances or requirements of law or from taking such action as may be required or permitted by law for effectuating such protest.

6. Indemnification.

A. Lessee's Indemnity of Lessor. Lessee agrees to indemnify and save Lessor and its officers, employees, members, affiliates, agents, representatives, successors and assigns harmless from and against any and all claims, damages, costs and expenses, including reasonable attorney fees in any manner arising out of or in connection with the occupancy of the Premises by Lessee including, but not limited to, the conduct or management of the business conducted by Lessee on the Premises, the breach or default on the part of Lessee in the performance of any covenant or agreement contained in this Lease, or any negligence or willful misconduct of Lessee or its agents, employees, concessionaires, licensees, customers or invitees. Notwithstanding the foregoing, the indemnity above does not abrogate Lessor's assumption of risks with respect to conditions affecting the Premises which were assumed upon Lessor's acquisition of the Premises from Lessee pursuant to the Purchase Agreement. In case any action or proceeding is brought against Lessor by reason of such claim, Lessee, upon written notice from Lessor, shall defend such action or proceeding. Lessee's obligations under this Section shall survive the termination of this Lease.

B. Lessor's Indemnity of Lessee. Except to the extent Lessor is released from liability pursuant to Section 7.B, Lessor agrees to indemnify and save Lessee harmless from and against any and all claims, damages, costs and expenses, including reasonable attorney fees in any manner arising out of or in connection with the breach or default on the part of Lessor in the performance of any covenant or agreement contained in this Lease. In case any action or proceeding is brought against Lessee by reason of such claim, Lessor, upon written notice from Lessee, shall defend such action or proceeding. Lessor's obligations under this Section shall survive termination of this Lease.

C. Wis. Stat. 893.80. Lessee acknowledges and agrees that: (i) Lessee's indemnification obligations under this Lease are a material part of the consideration arising under this Lease and that Lessor would not have entered into this Lease without such indemnifications; (ii) the indemnification obligations under this Lease are contractual, and are not founded in tort, either directly or indirectly; and (iii) the terms of Section 893.80, Wisconsin Statutes, as now existing or as may hereafter be amended or supplemented, including any successor statute thereto, shall not operate to reduce or limit Lessee's indemnification obligations under this Lease, the application of such Section being expressly waived by Lessee. In addition to the foregoing, Lessee agrees that it shall refrain from asserting against Lessor in defense of any claim by Lessee for indemnification as provided in this Section 6 any defense based upon Section 893.80, Wisconsin Statutes, as now existing or as may hereafter be amended or supplemented, or any other provision of law or judicial doctrine providing immunity or limitation on liability by reason of Lessee's status as a governmental entity. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver or limitation upon Lessee's ability to assert such defense against any third party.

7. Insurance.

A. Insurance. Lessee shall, at its expense, procure and maintain in force throughout the Term (i) "special perils" property insurance covering the Improvements in an amount equal to _____; and (ii) commercial general liability insurance with liability coverage provided for therein of at least Five Million Dollars ($5,000,000) for injury and/or damages to any one person and Two Million Dollars ($2,000,000) for property damage sustained from any one act or omission. All insurance required of Lessee shall (a) be written by reputable insurance companies licensed to do business in the State of Wisconsin, (b) require the insurer to give Lessor at least ten (10) days' advance written notice of any change thereto or cancellation thereof, (c) name Lessor as an additional insured and (d) provide that no act or default of any person other than Lessor shall render the policy void as to Lessor or affect Lessor's right to recover thereon. Such insurance may be furnished by Lessee under any blanket policy carried by it or under a separate policy. Nothing in this paragraph shall prohibit Lessee from self-insuring all risks required by this paragraph. Prior to or upon the Effective Date and from time to time thereafter within ten (10) days of request by Lessor, Lessee shall furnish Lessor or its designated representatives with written verification of the existence of such insurance policies or equivalent proof of self-insurance.

B. Waiver of Subrogation. Nothing in this Lease shall be construed so as to authorize or permit any insurer of Lessee to be subrogated to any right of Lessee against Lessor under this Lease. Lessee hereby waives any and all rights of recovery which it may have against Lessor for any loss or damage which is covered by any insurance carried or required to be carried by Lessee pursuant to this Lease whether or not such insurance has actually been secured, and to the extent of such coverage, without limitation, any loss due to the negligence of Lessor, its employees, agents or representatives. All insurance policies required of Lessee under this Lease shall contain a provision that they are not invalidated by the foregoing waiver.

8. Additions, Additional Buildings and Alterations.

A. Demolition. Lessee shall have the right, at any time, to demolish any or all of the Improvements. Any and all such demolition shall be done in compliance with all statutes, laws, ordinances, rules and regulations of any governmental authority, having jurisdiction over the Premises. Lessee shall, prior to commencement of any such demolition, obtain all necessary permits and licenses from the appropriate governmental authorities.

B. Construction. Lessee shall not make additions, alterations, improvements or changes to the Improvements or the Premises ("Alterations") without the prior written consent of Lessor, which may not be unreasonably withheld, conditioned or delayed if Lessee advises Lessor that such matters are necessary in order to provide medical treatment to Lessee's patients, and which otherwise may be withheld in Lessor's sole discretion. Without limiting the foregoing, Lessor may condition its consent to any Alterations upon its review of architectural plans. Any and all Alterations shall be made in a good and workmanlike manner and in compliance with all Applicable Laws. Lessee shall, prior to commencing any Alterations, obtain all necessary permits and licenses from the appropriate governmental authorities. Lessee shall also indemnify and hold Lessor harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, materialman, laborer or any other third person which may arise in connection with any Alterations. All Alterations made or constructed by Lessee on the Premises hereunder shall, subject to the terms of this Lease and unless otherwise agreed to by the parties at the time of Lessor's consent, become a part of the Improvements and be governed by the provisions of this Lease.

C. Insurance Requirements. Before commencement of any construction, Lessee shall obtain and maintain, at its sole cost and expense, during the performance of any such construction, "builder's risk" insurance on a completed value form or other comparable coverage on such construction.

9. Taxes. Although it is contemplated the Premises will be exempt from Taxes by reason of the ownership of the Premises by Lessor and the use of the Premises by Lessee, if at any time during the Term of this Lease the Premises shall become subject to taxation, or fees or charges in lieu thereof, Lessee agrees to pay directly to the appropriate taxing authority when due all Taxes and charges of every kind and nature whatever, levied or assessed against Lessee, the Premises or the Improvements. Nothing herein contained shall prevent Lessee or Lessor from protesting the validity or amount of any levy or assessment against the Premises or Improvements or from taking such action as may be required or permitted by law for effecting such protest. In connection therewith, Lessee may withhold the payment of any such protested Taxes provided Lessee proceeds in such protest according to statute and provides satisfactory security under such statute or otherwise so that the Premises shall not be lost for the nonpayment of such Taxes. Lessee shall not, during the Term of this Lease, impose or levy any Taxes against Lessor or the Premises (owned, leased or otherwise) or Lessor's activities related to the Premises, provided such operations are consistent with activities described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor statute thereto. Notwithstanding the foregoing, Lessee acknowledges that the Premises is subject to the Declaration and that Lessee shall be responsible to pay directly to MRMC any charges and assessments levied against the Premises pursuant to the Declaration.

10. Condemnation.

A. Entire Taking. If during the Term, the entire Premises, or such portion thereof as shall, in the sole opinion of Lessee, render the remaining portion of the Premises unsuitable for the continued conduct of Lessee's activities thereon, be taken by any public or quasi-public authority under its power of condemnation or eminent domain (or is sold to said authority under threat thereof), this Lease shall terminate as of the date possession shall be taken by the acquiring authority. In the event this Lease is so terminated, Lessor shall be entitled to receive that part of the total award or compensation payable by reason of such taking which (whether or not so expressed in the award or compensation) is equal or attributable to the value of the Land so taken. Lessee shall be entitled to receive the balance of the award or compensation payable by reason of such taking. Notwithstanding any such termination by Lessee, Lessee shall remain obligated to demolish any Improvements not taken by the condemning authority, including the removal of any underground structures located on any portion of the Premises not taken, except those structures that are part of the Water Main and Sewer System, and to level any portion of the Premises not taken to a graded condition suitable for Lessor to pave for surface parking, if so desired by Lessor.

B. Partial Taking. If the portion of the Premises taken by any public or quasi-public authority under its power of condemnation or eminent domain (or sold under threat thereof) shall not, in the sole opinion of Lessee, render the remaining portion unsuitable for the continued conduct of Lessee's activities thereon, notwithstanding anything to the contrary in this Lease, Lessee shall restore the remaining portion of the Premises to the condition the same were in immediately prior to such taking, and this Lease shall continue in full force and effect. Lessor shall be entitled to receive that part of the total award or compensation payable by reason of such taking which (whether or not so expressed in the award or compensation) is equal or attributable to the value of the Land so taken, and Lessee shall be entitled to receive the balance of the award.

C. Dispute as to Award. If there shall be any dispute between the parties as to the allocation or division of the award or negotiated sale price paid by the condemnor, the dispute shall be referred to the Circuit Court by petition of the parties for determination pursuant to the provisions of Section 32.05(11), Wisconsin Statutes, as amended or supplemented.

11. Damage or Destruction to the Premises. If, during the Term, the entire Improvements or such portion thereof as shall, in the sole opinion of Lessee, render the remaining portion thereof unsuitable for the continued conduct of Lessee's activities thereon, be damaged or destroyed by fire or other casualty, Lessee shall have the right to terminate this Lease at any time within sixty (60) days thereafter by giving thirty (30) days' written notice of such termination to Lessor. In the event Lessee elects to terminate this Lease as herein provided, Lessee shall demolish and remove the Improvements from the Premises including the removal of any underground structures (except the Water Main and Sewer System) and level the Land to a graded condition suitable for Lessor to pave for surface parking, if so desired by Lessor. In the event of such a termination of this Lease by Lessee, Lessor shall have no interest in or claim upon the proceeds of any insurance paid or payable by reason of such damage or destruction to the Improvements, which shall be the sole property of Lessee. Notwithstanding anything to the contrary in this Lease, if Lessee does not terminate the Lease as herein provided, then Lessee shall repair and restore the Premises and Improvements to the condition the same were in immediately

prior to such damage or destruction or the practical equivalent thereof. All such repairs and restoration shall be commenced as soon as reasonably possible after the occurrence of the damage or destruction and shall be performed in a good and workmanlike manner in accordance with all applicable statutes, laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Premises.

12. Assignment and Subletting. Lessee may not assign or sublease any portion of the Premises without Lessor's consent, which may be withheld in Lessor's sole discretion. Lessee may not contract with a third party to operate the BHD without the prior written consent of Lessor. Lessor may assign or transfer its interest in the Premises and/or this Lease at any time without the prior written consent of Lessee provided the transferee or assignee assumes in writing all obligations of Lessor herewith.

13. Liens. Lessee shall not permit any construction, mechanic, materialmen or other similar lien to be filed or claimed against Lessor, the Improvements or any portion of the Premises. If any such lien should be filed or claimed, Lessee shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor to Lessee of the filing thereof; and Lessee shall indemnify and save harmless Lessor against and from all costs, liabilities, suits, penalties, claims and demands resulting therefrom.

14. Priority of Lessor's Interest. Lessor's interest in the Premises shall always be superior to this Lease, the leasehold estate created hereby, and the rights of Lessee hereunder. Notwithstanding anything to the contrary contained in this Lease, Lessor shall have the right, at any time and from time to time to mortgage, encumber, pledge or assign its interest in the Premises and Lessor's fee simple interest therein, provided that Lessor provides Lessee written notice of the proposed execution of any mortgage or similar encumbrance at least thirty (30) days prior to such execution. Lessor and Lessee shall execute any commerically reasonable form of subordination, nondisturbance and attornment agreements relating to this Lease within thirty (30) days of reasonable request therefor from Lessor or any mortgage lender of Lessor.

15. Leasehold Mortgages. Lessee shall not at any time mortgage, encumber, pledge or assign as security its right, title and interest in and to the leasehold estate created by this Lease.

16. Title to Improvements; Surrender.

A. Lessor acknowledges that title to the Improvements and to any fixtures, equipment and other property installed in or upon the Premises by Lessee is and shall remain in Lessee except as otherwise provided herein.

B. Upon or prior to the expiration or any earlier termination of this Lease (except for a termination by Lessor pursuant to Section 3.D), Lessee shall have demolished and removed all Improvements from the Premises, including the removal of any underground structures, except those structures that are part of the Water Main and Sewer System and level graded the Premises. Any and all such demolition shall be done in compliance with all statutes, laws, ordinances, rules and regulations of any governmental authority having jurisdiction of the Premises. Lessee shall, prior to commencement of any such demolition, obtain all necessary

permits and licenses from the appropriate governmental authorities. The Term of this Lease shall automatically extend until Lessee has completed all such demolition; provided however that County shall complete all such demolition no later than one (1) year from the expiration or such earlier termination of the Lease.

C. Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Premises in the condition required pursuant to this Section 16. If Lessee shall retain possession of the Premises after termination or expiration of this Lease without Lessor's consent, such holding over shall be deemed to constitute a tenancy from month to month, subject to all the provisions, conditions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that the Rent shall immediately increase to Fair Market Value. If such holdover continues for a period of more than sixty (60) days, Lessee shall also pay to Lessor all damages sustained by Lessor, whether direct or consequential, on account of such holdover. During any such holdover period, Lessor retains all available rights, remedies and recourses including the right to proceed at any time to recover possession.

17. Termination; Default; Remedies.

A. Default by Lessee. In the event of a default by Lessee of any covenant or condition herein, which default remains uncured for a period of 60 days after written notice of the default is given to Lessee (provided that if the Lessee commences to cure such default within such 60 day period and cannot reasonably complete the cure before the end of the 60 day period, then the period for cure will be increased by up to an additional 60 days in order to accommodate the completion of such cure provided that Lessee proceeds continuously with due diligence to complete the cure), Lessor may at its option without further notice or demand of any kind to Lessee or any other person, execute the following described remedies (in addition to all other legal or equitable remedies which might be available under the law): (i) terminate this Lease without any further rights or obligations on the part of Lessor or Lessee (other than Lessee's obligation for Rent and other charges due and owing through the date of termination)~~.~~; (ii) terminate Lessee's right to possession without terminating this Lease, reenter the Premises or any part thereof, expel and remove Lessee or any person or persons occupying the Premises and enjoy the Premises without affecting Lessee's liability for rent and other charges due and accruing hereunder; or (iii) perform any covenant or agreement to or satisfy or observe any condition creating or giving rise to a default under this Lease and Lessee shall pay to Lessor on demand the amount reasonably expended by Lessor in performing such covenants. Any right or remedy conferred on Lessor under this Lease shall not be deemed to be exclusive of any other right or remedy which might otherwise be available under this Lease or law or in equity. Lessor's rights and remedies hereunder shall be cumulative and may be exercised and enforced concurrently and whenever and as often as occasion thereafter arises. Notwithstanding any termination by Lessor pursuant to this Section 17, Lessee shall promptly demolish and remove all Improvements from the Premises including any underground structures (except those structures that are part of the Water Main and Sewer System) and level grade the Land, and in default thereof, Lessor may perform such work and Lessee will pay to Lessor, on demand the cost thereof.

B. Default by Lessor. If default be made by Lessor in the performance or observance of a substantial covenant or condition herein and such default shall continue for sixty (60) days after written notice thereof shall have been received by Lessor, or, if such default is

not of a type that can reasonably be corrected within sixty (60) days, such default has continued for a period of time reasonably required for curing the same, and Lessor has failed to take steps necessary to cure such default within such period, then Lessee shall have the right to terminate this Lease.

18. Right of Entry. Lessor shall have the right, upon prior written notice to Lessee, to enter into and upon the Premises at reasonable times for the purpose of examining and inspecting and to ascertain if Lessee has or is performing its covenants set forth in this Lease; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Lessee's activities on the Premises, and provided further such entry shall in no event adversely affect or otherwise interfere with Lessee's delivery of patient care.

19. Signs. Lessee shall be permitted to place and affix signs, which are reasonable in number, size, location and design, upon the exterior of the Improvements and on the Premises indicating the identity and use thereof.

20. Non-liability of Lessor. Lessor shall not be liable to Lessee for any injury or damage to any person or property in or about the Premises resulting from any circumstance whatsoever, unless such injury or damage shall have been caused by breach of this Lease or the willful misconduct of the Lessor. All property in or about the Premises belonging to Lessee, its agents, employees or invitees shall be there at the risk of Lessee or other person only, and Lessor shall not be liable for damage thereto or theft, misappropriation or loss thereof unless same shall be caused by breach of this Lease or the willful misconduct of Lessor.

21. Environmental Requirements. Lessee shall at all times comply with, any and all applicable federal, state and local environmental laws, ordinances and all amendments thereto and rules and regulations implementing the same, together with all common law requirements, which relate to discharge, emissions, waste, nuisance, pollution control, hazardous substances and other environmental matters as the same shall be in existence during the Term or any Extension Term. All of the foregoing laws, regulations and requirements are hereinafter referred to as "Environmental Laws". Lessee shall obtain all environmental licenses, permits, approvals, authorizations, exemptions, certificates and registrations (hereinafter collectively referred to as "Permits") and make all applicable filings required of Lessee under the Environmental Laws required by Lessee to operate at the Premises. The Permits and required filings shall be made available for inspection and copying by Lessee upon reasonable notice from Lessor and during business hours. Lessee shall not cause or permit any contaminant, radioactive material, hazardous waste or material, toxic waste or material or any similar substance which is or may become regulated under any applicable federal, state, or local law (hereinafter collectively referred to as "Hazardous Substances") to be brought upon, kept or used in or about the Premises except for small quantities of such substances as is necessary in the ordinary course of Lessee's business provided that Lessee shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Premises or any part thereon or the Improvements.

22. Estoppel Certificate. Lessee will, with thirty (30) days after receipt of the written request, execute and deliver a certificate to Lessor certifying if such is true (or, if untrue,

certifying the true facts) that, at the time of execution and delivery of such certificate, (i) this Lease is in full force and effect; (ii) the Commencement Date of this Lease; (iii) Rent due under this Lease has been paid without offset or defense thereto; (iv) the dates to which Rent and other charges have been paid and the amount of Rent, if any, paid in advance by Lessee; (v) whether this Lease has been modified and, if so, identifications of such modifications; (vi) Lessee has any knowledge of any existing default by the other under the Lease or if Lessee has knowledge of a default by Lessor, then such alleged default shall be set forth; (vii) such other matters as Lessor or the mortgagee of Lessor may reasonably require. It is intended that any such statement may be relied upon by any person proposing to acquire Lessor's interest in this Lease or any prospective mortgage of, or assignee of any mortgage upon, the interest of Lessor.

23. Miscellaneous.

A. Recording. A memorandum of this Lease in form attached hereto as Exhibit B (the "Memorandum of Lease") shall be recorded with the Register of Deeds of Milwaukee County, Wisconsin.

B. Notices. Notices and demands required or permitted to be given hereunder shall be given by registered or certified mail, return receipt requested, addressed to Lessee at Lessee's Address and to Lessor at Lessor's Address, or at such other address as either party may from time to time specify in writing. All notices and demands hereunder shall be deemed to have been given when deposited in the United States mail, postage prepaid, if date of deposit is established; provided the notice date shall be extended to the date of receipt upon the establishment by addressee of receipt of the notice more than two (2) business days after its claimed mailing.

C. Benefits. The terms and conditions hereof shall inure to the benefit of the parties and be applicable to and binding upon any successors or assigns thereto.

D. Strict Compliance. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of this Lease shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, and each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect.

E. Counterparts. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

F. Amendments. Neither this Lease nor any term or provision hereof may be amended, waived, discharged or terminated, except for an instrument in writing signed by the party against whom the enforcement of the amendment, change, waiver, discharge or termination is sought.

G. Captions. The captions to this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease or any part hereof, nor in any way affect this Lease or any part hereof.

H. Controlling Law. This Lease shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

I. Severability. If any provision of this Lease shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid or unenforceable provision were omitted.

J. Expenses. Each party hereto will each be liable for its own expenses including, without limitation, legal, accounting and consulting fees incurred in connection with this Lease and the transactions contemplated herein.

K. Attorneys' Fees. In the event a party takes legal action to enforce any of the terms of this Lease, the prevailing party to such action shall be entitled to reimbursement for such party's expenses, including reasonable attorneys' fees, incurred in such action.

L. Brokerage Fees. The parties have not incurred any liability to any broker, finder, or agent for any brokerage fees, finders' fees or commissions with respect to the transactions contemplated by this Lease.

M. Entire Agreement. Except to the extent specifically referenced herein, this Lease constitutes the entire agreement between the parties hereto with respect to the subject matter thereof, and this Lease supersedes all prior written and oral agreements, understandings, commitments, and letters of intent and any amendments or revisions thereto.

[Signatures on next pages]

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Milwaukee, Wisconsin on the day, month and year first above written. Agreement under seal.

LESSEE:

MILWAUKEE COUNTY,
a Wisconsin body corporate

By:_____
Chris Abele,
County Executive

Approved as to form:

_____
Margaret Daun,
Corporation Counsel

Approved as to availability of funds:

_____
Scott Manske,
County Comptroller

IN WITNESS WHEREOF, Milwaukee County, has caused this Lease to be duly executed in its name and on its behalf.

Milwaukee County

By:_____
Chris Abele, County Executive

Date:_____

Approved as to form: _____
Margaret Daun, Corporation Counsel

Approved as to availability of funds: _____
Scott Manske, County Comptroller

LESSOR:

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this _____ day of _____, 20__, before me, the undersigned officer, personally appeared _____ to me known to be the _____ of _____ and the person who executed the foregoing Lease on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public
Milwaukee County, WI
My Commission _____

EXHIBIT A TO LEASE

The Land

Lot 3 of Certified Survey Map No. ____, recorded _____, 2020 as Document No. _____, being that part of the Northwest 1/4, the Northeast 1/4 and the Southeast 1/4 of the Northeast
1/4 of Section 29 and the Northwest 1/4 of the Northwest 1/4 of Section 28 in the Township 7 North,
Range 21 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin.

EXHIBIT B TO LEASE

Memorandum of Lease

DOCUMENT NO.	MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") entered into as of the ____ day of _____, 2020, by and between Milwaukee County, a Wisconsin municipal corporation ("Lessee") and MRMC Land Bank, LLC, a Wisconsin limited liability company ("Lessor").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Ground Lease Agreement made as of _____, 2020 ("Lease") with respect to certain real estate situated in the City of Wauwatosa, County of Milwaukee, State of Wisconsin, more particularly described on the attached **Exhibit A** ("Property").

WHEREAS, Lessor and Lessee wish to record this Memorandum in order to give constructive notice of the Lease and of Lessor's and Lessee's interests and rights under the Lease.

THIS SPACE RESERVED FOR RECORDING DATA
NAME AND RETURN ADDRESS

Kristin K. Langhoff
Reinhart Boerner Van Deuren, s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

Part of 381999922 and 380999909
PARCEL IDENTIFICATION NUMBER (PIN)

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. All capitalized terms used in this Memorandum but not otherwise defined have the meaning given to them in the Lease.

2. The term of the Lease commenced on the Effective Date and shall expire the day preceding on the date which is ten (10) years from the Effective Date, unless extended or sooner terminated in accordance with its terms.

3. The lease of the Premises by Lessor and Lessee shall be subject to all of the terms, covenants and conditions set forth in the Lease, all of which are incorporated by reference in this Memorandum as though fully set forth herein. In the event of any conflict between the terms, covenants and conditions of this Memorandum and the terms, covenants and conditions of the Lease, the terms, covenants and conditions of the Lease shall control.

4. This Memorandum may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the day, month and year first above written.

[Signatures on next pages]

[Signature page to Memorandum of Lease]

LESSEE:

MILWAUKEE COUNTY

By:_____

_____,
Economic Development Director

Date _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this _____ day of _____, 20__, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the Economic Development Director of Milwaukee County, a Corporation, and that he, as such officer of said Corporation, being authorized so to do, executed the foregoing Memorandum for the purposes therein contained for and on behalf of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public
Milwaukee County, WI
My Commission _____

[Signature page to Memorandum of Lease]

LESSOR:

MRMC Land Bank, LLC

By:
Its _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, _____, to me known to be the _____ of MRMC Land Bank, LLC, a Wisconsin limited liability company and the person who executed the foregoing Memorandum on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

_____
Notary Public
_____County,

My Commission _____

This instrument was drafted by:

Kristin K. Langhoff, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

EXHIBIT A TO MEMORANDUM OF LEASE

Legal Description of the Premises

Lot 3 of Certified Survey Map No. ____, recorded _____, 2020 as Document No. _____, being that part of the Northwest 1/4, the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 29 and the Northwest 1/4 of the Northwest 1/4 of Section 28 in the Township 7 North, Range 21 East, in the City of Wauwatosa, County of Milwaukee, State of Wisconsin.

EXHIBIT C TO LEASE

Scope of Demolition and Restoration Work

[Needs to recognize continuing County operations and mitigating the effects of disruption of service to patients.]

EXHIBIT D TO LEASE

Right of Entry Agreement

[Needs to recognize ongoing operations of County and mitigation of effects on patients, including patient security and confidentiality.]

Exhibit G to Option Agreement

Access Easements Agreement